

***United States Court of Appeals
for the Second Circuit***



APPENDIX

ORIGINAL 74-1541

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United States Court of Appeals

For the Second Circuit.

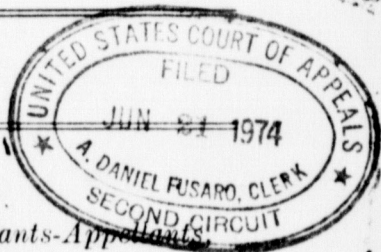
P/S

BREWER DRY DOCK COMPANY,
Plaintiff-Appellee,
against

SS MORMACLAKE, her engines, etc., and
MOORE-McCORMACK LINES, Inc.,
Defendants-Appellants.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK.

JOINT APPENDIX.



HYDE, DICKERSON & REILLY,
Attorneys for Defendants-Appellants,
61 Broadway,
New York, N. Y. 10006

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New York, N. Y. 10005

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United States Court of Appeals

FOR THE SECOND CIRCUIT.

BREWER DRY DOCK COMPANY,

Plaintiff-Appellee,

against

SS MORMACLAKE, her engines, etc., and MOORE-McCORMACK
LINES, Inc.,

Defendants-Appellants.

Docket Entries.

Date	Proceedings
1970	
Jan. 7	Filed complaint and issued warrant for arrest in rem.
Feb. 2	Filed Answer of Deft.
Mar. 13	Filed Answer of plaintiff to counterclaim.
1971	
May 10	Filed Order pursuant to calendar rules 6 & 13. Sugarman, Ch J.
1973	
July 9	Before Carter, J. Non-jury trial begun and adjourned to 7-10-73.
July 10	Trial continued & concluded. Decision Reserved.
Aug. 15	Filed Transcript and Hearing dated July 9, 10, 1973.

Docket Entries

1974

- Feb. 27 Filed Opinion #40400. The failure to follow custom is defendant's, not plaintiffs fault. Judgment is awarded to plaintiff for \$52,308.00 plus 6% interest since the filing of this suit. The above constitutes the Court findings of fact and conclusions of law. So ordered.—Carter, J. m/n
- Feb. 28 Filed Judgement and order #74,218, that plaintiff have judgment against the defendants in the amount of \$52,308.00, plus 6% interest since the filing of the suit—Clerk.
- Mar. 28 Filed defendants notice of appeal to the USCA for the 2nd Circuit from judgment entered on 2-28-74—mailed copy to McHugh, Heck, Smith and Leonard, Esqs.
- May 7 Filed stipulation designating exhibits to be transmitted to USCA.

Complaint (In Admiralty).

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

BREWER DRY DOCK COMPANY,

Plaintiff,

against

S/S MORMACLAKE and her engines, tackle, apparel, etc.,
and MOORE-McCORMACK LINES, Incorporated,

Defendants.

70 Civ 44

Plaintiff, complaining of the defendant by Foley & Martin, its attorneys, respectfully alleges upon information and belief as follows:

FIRST: This is a cause of Admiralty and Maritime jurisdiction and is an admiralty and maritime claim within the meaning of Rule 9(h) F. R. C. P. as will more fully hereinafter appear.

SECOND: At all times hereinafter mentioned, plaintiff was and still is a corporation organized and existing under and by virtue of the laws of the State of New Jersey having an office and shipyard at Mariners Harbor, Staten Island, New York.

THIRD: The S/S Mormaclake is now or will be during the currency of process hereunder within this district and within the jurisdiction of this Honorable Court.

FOURTH: At all material times hereinafter mentioned defendant, Moore-McCormack Lines, Incorporated was and still is a corporation organized and existing

Complaint (In Admiralty)

under and by virtue of the laws of the State of Delaware having an office and place of business within this district and within the jurisdiction of this Honorable Court at Two Broadway, New York, N. Y.

FIFTH: At all material times hereinafter mentioned said defendant, owned, operated, managed and controlled the S/S Mormaclake.

SIXTH: Between April 21, 1969 and April 26, 1969, the plaintiff at the special instance and request of the owner and those in charge of the S/S Mormaclake performed work, labor and services and furnished materials and supplies in connection with the making of repairs to the S/S Mormaclake at plaintiff's shipyard at Mariners Harbor, Staten Island, New York, all of the fair, reasonable value of \$52,308.00 over and above all payments and set-offs.

SEVENTH: Plaintiff has duly demanded the payment of said amount, but the same has not, nor has any part thereof been paid and the same by the maritime law and the Statutes of the United States of America and the State of New York became and is now a maritime lien upon said vessel.

WHEREFORE, plaintiff prays that process in rem will issue against the S/S Mormaclake and that all persons having or claiming to have any interest therein be cited to appear and answer under oath, all and singular, the matters aforesaid; that citation issue against defendant, Moore-McCormack Lines, Incorporated summoning it to appear and answer all and singular the matters aforesaid; that plaintiff have judgment against the S/S Mormaclake and said defendant for its damages as aforesaid together with interest and costs; and that the S/S Mormaclake be condemned and sold to satisfy said judgment

5a

Answer

and that plaintiff may have such other and further relief as in law and justice it may be entitled to receive.

FOLEY & MARTIN
Attorneys for Plaintiff Brewer
Dry Dock Company
80 Pine Street
New York, New York 10005

Answer.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

[SAME TITLE.]

Defendant, Moore-McCormack Lines, Incorporated, answering the complaint by its attorneys, Browne, Hyde & Dickerson, alleges upon information and belief as follows:

1. Admits the allegations contained in Paragraph First of the complaint.
2. Admits the allegations contained in Paragraph Second of the complaint.
3. Admits the allegations contained in Paragraph Third of the complaint.
4. Admits the allegations contained in Paragraph Fourth of the complaint.
5. Admits the allegations contained in Paragraph Fifth of the complaint.

Answer

6. Denies each and every allegation contained in Paragraph Sixth of the complaint, except that it admits that the plaintiff performed work, labor and services and furnished materials and supplies in connection with the making of repairs to the SS Mormaclake at plaintiff's shipyard at Mariners Harbor, Staten Island, New York.

7. Denies each and every allegation contained in Paragraph Seventh of the complaint, except that it admits that no monies have been paid by the defendant to the plaintiff.

AS AND FOR A COUNTERCLAIM AGAINST BREWER DRY DOCK COMPANY, MOORE-McCORMACK LINES, INCORPORATED, ALLEGES UPON INFORMATION AND BELIEF:

8. At all times hereinafter mentioned, Moore-McCormack Lines, Incorporated, was and now is a corporation organized under and by virtue of the laws of the State of Delaware, having its principal office for the transaction of business in the City and State of New York, and it was and still is the owner of the SS Mormaclake.

9. From April 21, 1969 to April 26, 1969 the SS Mormaclake was in the care and custody of the defendant at the defendant's facilities on Staten Island. During this period, pursuant to contract between plaintiff and defendant, repairs were effected by plaintiff.

10. Thereafter, in May, 1969 because of faulty workmanship on the part of plaintiff it was necessary to divert the Mormaclake to San Pedro, California while en route with a military cargo to Okinawa, Japan and thereafter perform emergency repairs.

11. The repairs and delay of the Mormaclake in May, 1969 was caused by the fault and neglect of the plaintiff.

Answer

its agents, servants and employees in failing to perform carefully the obligations and duties resting upon it in carrying out the repair work of the SS Mormaclake and by its breach of warranty to render workmanlike service.

12. By reason of the premises, Moore-McCormack Lines, Incorporated has been damaged in the amount of \$70,235.63, as near as can be estimated at present, no part of which has been paid although duly demanded.

13. All and singular the premises are true and within the Admiralty and Maritime jurisdiction of the United States and this Honorable Court.

WHEREFORE, the defendant demands judgment dismissing the complaint of the plaintiff and granting to the defendant judgment upon its counterclaim in the sum of \$70,235.63 plus interest, together with the costs and disbursements of this action.

Dated: New York, N. Y.

January 29, 1970

BROWNE, HYDE & DICKERSON

Attorneys for Defendant

By: s/ JOHN H. REILLY, Jr.

A Member of the Firm

61 Broadway

New York, N. Y. 10006

Claim of Owner.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

[**SAME TITLE.**]

AND now appears Moore-McCormack Lines, Incorporated, intervening for itself as owner of the Steamship Mormaclake, before this Honorable Court and makes claim to the Mormaclake, her engines, tackle, etc., as the same are proceeded against at the instance of the libellant, and the claimant avers that it was at the time of the filing of the libel herein, and still is, the true and bona fide sole owner of the Mormaclake, and that no other person is the owner thereof, wherefore the Moore-McCormack Lines, Incorporated prays to defend accordingly.

BROWNE, HYDE & DICKERSON
Proctors for Respondent-Claimant
Office and P. O. Address
61 Broadway
New York, N. Y. 10006

Answer to Counterclaim.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

BREWER DRY DOCK COMPANY,

Plaintiff,

against

SS MORMACLAKE and her engines, tackle, apparel, etc.,
and MOORE-McCORMACK LINES, Incorporated,

Defendants.

70 Civil 44

Plaintiff, Brewer Dry Dock Company, by its attorneys Foley & Martin, for its answer to the counter-claim herein respectfully alleges upon information and belief as follows:

EIGHTH: Admits the allegations contained in paragraph Eighth of the counter-claim.

NINTH: Admits that plaintiff from April 21st, 1963 to April 26, 1969 pursuant to contract with defendant, effected certain repairs to the Mormaclake at plaintiff's facilities on Staten Island, New York. Except as so expressly admitted, denies the remaining allegations contained in paragraph Ninth of the counter-claim.

TENTH: Denies the allegations contained in paragraph Tenth of the counter-claim.

ELEVENTH: Denies the allegations contained in paragraph Eleventh of the counter-claim.

Answer to Counterclaim

TWELFTH: Denies the allegations contained in paragraph Twelfth of the counter-claim.

THIRTEENTH: Admits admiralty and maritime jurisdiction but denies that the premises are true.

WHEREFORE, plaintiff demands judgment dismissing the counter-claim herein together with the costs and disbursements of this action.

FOLEY & MARTIN

By: STEPHEN J. BUCKLEY

A Member of the Firm

Attorneys for Plaintiff

80 Pine Street

New York, New York 10005

Excerpts From Transcript.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

[SAME TITLE.]

Before:

Hon. Robert L. Carter, District Judge.

New York, N. Y.

July 9, 1973—10 a.m.

Appearances:

McHugh, Heckman, Smith & Leonard, By Richard E. Meyer, Esq.

Hyde, Dickerson & Reilly, By John H. Reilly.

(2) (Case called.)

The Court: You may proceed, Mr. Meyer.

Mr. Meyer: I would like to begin by reading into the record several stipulated facts from the pretrial order starting on page 1 sub-paragraph 1 under sub-paragraph 3-A.

Brewer Dry Dock Company is a New Jersey Corporation and the owner and operator of a shipyard located at Mariners Harbor, Staten Island.

Number 2, Moore McCormack Lines, Inc. is a Delaware Corporation having its principal place of business in the City of New York and was and still is the owner of the SS Mormaclake.

Three, from April 21, 1969 to April 26, 1969, the SS Mormaclake was at plaintiff's ship yard at Mariners Harbor during which period some repairs were effected by plaintiff.

John Ballouz, F.B.T.

I would next like to read into the record some questions and answers from the deposition of the port engineer JOHN BALLOUZ, an employee of Moore McCormack Lines, Inc.

The Court: How long is that going to take?

Mr. Meyer: Three or four minutes.

The Court: I am going to have to read that. If it (3) is a short document, all right, otherwise there is no point in reading questions and answers into the record to me. You might as well file it.

Mr. Meyer: It is about four pages. The original transcript was marked as Exhibit 9 for identification, plaintiff's Exhibit 9 for identification.

Starting at page 2 line 17.

"Q. What is your name and address? A. John W. Ballouz, 68 Bay Avenue, Atlantic Highlands, New Jersey.

"Q. How long have you been employed by Brewer Dry Dock? A. Ever since 1943.

"Q. Going back to April 1968, what was your title and what were your duties with Moore McCormack? A. I was a port engineer.

"Q. Were you assigned to any particular vessel or vessels as port engineer? A. Yes, sir.

"Q. Could you tell me the names of the vessels you were assigned to? A. At that time I was definitely assigned to what we call the C-3 SA 33 vessel. That is the Maritime Commission number. There are eight vessels in that (4) class.

"Q. Presumably the Mormaclake was one of the vessels in that class, is that right? A. That is right.

"Q. How long had you been in charge of the Mormaclake repairs prior to April 1, 1968? A. Since the maiden voyage. Since the latter part of 1960 or the first part of 1961. Since she came out of the shipyard.

John Ballouz, E.B.T.

"Q. Did you yourself make any arrangements with Brewer Dry Dock Company for the dry docking of the Mormaclake in April of 1969? A. Yes, sir.

"Q. Whom did you speak to over there? A. Mr. Fleck.

"Q. Was the vessel in at that time? A. No, sir.

"Q. What was the date that she was drydocked at Brewer? A. If I remember correctly, it was the 21st.

"Q. Of April, 1969? A. Right.

"Q. Do you recall when you spoke to Mr. Fleck? A. That was either the 15th or the 16th of April.

(5) "Q. Was this by phone or in person? A. By phone.

"Q. Will you tell me the substance of your conversation with him? A. Well, the reason I know it was the 15th or 16th, because I wrote up the main items in my office for work I had to do in the shipyard, so I called Mr. Fleck and gave him a list of the items as I wrote them and I told him the type of ship it was that I was bringing over there, although I think Mr. Castano first called him a dry dock was available. I don't remember. He may have talked to him first but either he or myself first brought the ship first in the shipyard then I put the work in hand.

"Q. So the substance of your conversation with Mr. Fleck on the 15th was that you gave him over the phone a list you had written up of the items that were to be accomplished when the Mormaclake came into the yard, is that correct? A. That is correct.

"Q. Was one of those items the pulling of the tail shaft? A. Definitely."

I am going to skip to page 21, line 18.

"Q. Mr. Ballouz, in addition to the drawing of (6) the tail shaft, was there not other work accomplished by Brewer while the vessel was in the yard? A. Absolutely, sea valves, sea strainer, a lot of other work. They did a lot of drydocking items.

Kenneth DeForest, for Plaintiff, Direct

"Q. I have here, Mr. Ballouz, a six-page document on the letterhead of Brewer Dry Dock Company which was marked for identification at an examination before trial of Mr. DeForest. Mr. DeForest testified this was the bill he mailed or sent to Moore McCormack for the work that was done at the time the vessel was in the yard in April of 1969. Mr. DeForest also underlined the tail shaft work which appears on the first page. A. Right.

"Q. Otherwise, it was his testimony that all of the other work listed on this invoice was done and that so far he had not received any complaint as to that work other than the tail shaft.

"I am going to ask you to look at that invoice, look at each item, if you would, and tell me— A. I want to refresh my memory because I have seen this invoice before.

"Q. Take all the time you would like but I would like you to check it item by item and let me know whether that work was done.

(7) "Mr. Thomaselli: I object to that question unless the witness is able to state that he personally knows whether or not the work had been done.

"Mr. Meyer: All right, let him look at the bill and he can tell us.

"A. I would say yes, it was all done."

That is all I have from this deposition, your Honor.
Mr. DeForest.

KENNETH DEFOREST, called as a witness on behalf of plaintiff, being first duly sworn, testified as follows:

Direct Examination by Mr. Meyer:

Q. By whom are you employed, Mr. DeForest? A. Brewer Dry Dock Company.

Kenneth DeForest, for Plaintiff, Direct

Q. For how long have you been employed by Brewer?

A. Since 1938.

Q. What is your capacity? A. Executive Vice-President.

Q. How long have you held that title? A. Approximately 10 years.

Q. Before that, what was your function with Brewer?

(8) A. Various administrative capacities.

Q. Did you have any business transaction involving the SS Mormaclake in April of 1969? A. I did.

Q. Will you tell us how that came about? A. We received a phone call from Moore McCormack, Mr. Castano, that he wished to drydock the Mormaclake and wanted to know if we had a drydock available. We answered that we would have one available for the date that he requested and he seemed satisfied with that and we arranged for the drydocking. The drydocking then followed.

Mr. Reilly: Your Honor, I understood the witness to answer the question as we did this. Could we ask whether or not this conversation was had by himself and Mr. Castano?

A. My memory is that Mr. Castano called me to tell me he was going to dry dock this vessel and would like to know whether we had a dry dock.

The Court: What was the date of that?

The Witness: I do not recall.

The Court: The month?

The Witness: I would say it would be a week or 10 days prior to the actual arrival of the vessel in the shipyard.

(9) Q. Subsequently, did there come a time when the Mormaclake was drydocked in Brewer's yard? A. It did.

Q. Do you recall the date when the vessel was first drydocked? A. I believe it was April 21.

Kenneth DeForest, for Plaintiff, Direct

Q. And the year? A. 1969.

Q. Was there any written document or contract signed or in effect with Moore McCormack prior to that dry-docking with regard to drydocking repairs? A. There was no contract signed. There was an oral agreement.

Q. While the vessel was on dry dock, was there any work effected upon the vessel? A. Yes, there were various repair items accomplished.

Q. Following the drydocking and the repair items that were accomplished, was an invoice prepared by Brewer Dry Dock Company? A. It was.

Q. I am going to show you a copy of a document, Mr. DeForest, and ask you to identify it. A. This is a copy of an invoice prepared after the conclusion of the repair job which was then mailed to (10) Moore McCormack Lines to the attention of Mr. Castano.

Q. How many pages is that document, Mr. DeForest? A. Six pages.

Q. Does that document list all of the work that was done by you while the vessel was in the yard? A. Yes.

Q. Are there prices set forth on that document? A. There are.

* * *

(15) Q. Mr. DeForest, were you familiar with the reasonable cost to repair vessels of the type like the Mormaclake in April of 1968? A. Yes.

Q. I am referring to Exhibit 1 for identification which is the invoice which you forwarded to Moore McCormack. Are there prices set forth opposite the items on that invoice? A. There are.

Q. In your opinion, are those prices fair and reasonable to repair the Mormaclake in the way described on that invoice? (16) A. Yes.

Mr. Meyer: I offer Exhibit 1 for identification in evidence.

Kenneth DeForest, for Plaintiff, Cross

Mr. Reilly: No objection.

Mr. Meyer: I may refer to this as the same exhibit referred to in Mr. Ballouz' deposition.

(Plaintiff's Exhibit 1 received.)

The Court: Exhibit 1 sets forth the charges, the total of the charges that you claim are due?

Mr. Meyer: Yes. The record should note the total is \$52,308.

• • •

Cross Examination by Mr. Reilly:

• • •

(24) Q. You received a telephone call from Mr. Castano,

(25) correct? A. True.

Q. What did Mr. Castano tell you during the course of that conversation? A. My recollection is, the only thing he said was that he wanted to dry dock the ship.

Q. Did you give us the date of a telephone conversation you had with Mr. Castano? A. I don't remember the date.

Q. Can you tell us how many days or weeks before April 21, 1969 you received that phone call? A. My recollection is it was a week or 10 days prior to the vessel arriving.

Q. Is it correct that somebody in Brewer received more specific information from Moore McCormack before the vessel arrived in Brewer as to the work which was to be performed by Brewer? A. I in truth cannot give the answer to that because I have no knowledge that any other information was given to us.

Q. In any event, you have told us that Defendant's Exhibit Y was typed by Brewer and dated April 21. A. That is right.

Q. Did you in Brewer on April 21, 1969 have a lathe (26) for machining a tail shaft of a vessel the size of the Morma lake? A. No.

Kenneth DeForest, for Plaintiff, Cross

Q. Did you tell Mr. Castano when he telephoned you that you did not have a lathe of sufficient size to machine the tail shaft of the Mormaclake? A. I recall no such discussion.

Q. Did there come a time when Brewer did advise Moore McCormack that it did not have a lathe of sufficient size to machine the tail shaft of the Mormaclake? A. Yes.

Q. When did Brewer so advise Moore McCormack? A. After the shaft was drawn there was heavy grooving found in the area of the packing box—

The Court: When you say drawn, do you mean after the shaft was removed?

The Witness: Pulled into the ship.

A. I was not involved in that discussion—

Q. Thank you very much.

In any event, you do know that Moore McCormack was told for the first time that Brewer did not have a lathe sufficient to machine the tail shaft of the Mormaclake until after the Mormaclake had been drydocked and the tail shaft had been drawn into the ship, correct? (27) A. I would say yes.

Q. And it is also correct, is it not, that the tail shaft is removed and drawn—the ship is drydocked, the shaft is drawn into the ship to have it inspected to see whether or not it is grooved? A. True.

Q. How heavy is a tail shaft? A. I don't know the exact weight of that shaft.

Q. You don't know the exact weight of the tail shaft of the Mormaclake, right? A. No.

Q. Is it fair to say it is in excess of a bronze liner on a tail shaft? A. A tail shaft is a solid bar of metal and then over that in some areas, they install a bronze liner to receive wear rather than wearing the metal shaft, the wear will take place on the bronze liner which

Kenneth DeForest, for Plaintiff, Cross

can be renewed, so it is a separate piece of metal that is put over the tail shaft.

Q. And it is actually fused to the tail shaft, is it not?

A. I don't think it is fused. I think it is done by a different method.

Q. It is shrunk on to the tail shaft? (28) A. Yes.

Q. When you drew the tail shaft, when Brewer drew the tail shaft of the Mormaclake, it was seen that this liner was grooved? A. True.

Q. And it is also true, is it not, that your employees, Brewer's employees, undertook to remove the grooving from the liner, correct? A. That is correct.

Q. And that was done by what is called hand grinding? A. Correct.

Q. After you did that work, the tail shaft was put back into its position aboard the ship, correct? A. Yes.

Q. And the rest of the repair work was completed and the vessel sailed from your yard? A. Right.

Q. Thereafter, you were told by Moore McCormack, were you not, that there was excessive leakage coming in to the shaft ally, is that right? A. Yes.

Q. Do you understand what is meant by excessive leakage? A. I think I do.

(29) Q. Can you tell the Court? A. On the inboard end of the stern tube there is a packing gland. The purpose of which is to keep the water out of the hull if the packing or the shaft or the liner, let us say is either worn or the packing isn't in there or for whatever reason, if it gets by that seal, you will have excessive water coming into the hull, and this can be corrected by tightening up on the packing gland in many cases.

Q. Do you know whether or not Moore McCormack attempted to correct this condition by tightening up on the packing glands? A. I heard that they did.

Kenneth DeForest, for Plaintiff, Cross

Q. They so advised you, correct? A. It is so long ago that I just heard a conversation that they had apparently attempted to tighten up on the packing gland.

Q. Further than that, you were advised, were you not, that Moore McCormack attempted to rectify this condition by repacking the area in Baltimore, correct? A. I didn't hear that until after they called me when the vessel was in the Pacific out near the west coast.

Q. In any event, you did receive word from Moore McCormack when the Mormaclake was in the Pacific, (30) that it was having difficulty with excessive leakage to the stern, is that correct? A. True.

Q. When was that, sir? A. I don't remember the date.

Q. Did Moore McCormack advise you that it was going to divert its ship from the passage of the Panama Canal to Viet Nam and go to a shipyard in California? A. There was no mention of Panama Canal. The vessel was in the Pacific off the west coast and I believe Pete Castano called me and told me he was going to divert the ship to Los Angeles, to the Bethlehem Steel yard.

Q. Did he tell you why he was going to divert the ship? A. In sum and substance, said that we should have someone there because they were going to apparently hold us for the work we did on the liner, something along that line.

(31) Q. Did you send a representative to California? A. We did.

Q. Who is he? A. We sent two men. One was Mr. Harold Cummings. Another was Mr. Victor Newman.

Q. Who was Mr. Harold Cummings? A. He represents an independent surveyor and we felt that we should have someone of that type representing us in addition to our own personnel.

Q. What was the name of the member of your own personnel? A. Victor Newman.

Q. He went to California? A. Yes.

Kenneth DeForest, for Plaintiff, Re-direct

Q. Is he still in the employ of Brewer? A. No, he is not.

Q. Does he live here in the city? A. I believe he lives in Staten Island.

Q. Were both of these men present when the tail shaft was drawn in California? A. I can't testify for them.

Q. Did you receive reports from them? A. I received a report from Mr. Cummings and Mr. Newman came back and made a verbal report, I would say.

(32) Q. And you received that verbal report from Mr. Newman? A. That is right.

Q. Did he tell you that he was present when the tail shaft was drawn in California? A. I can't remember that fact.

Q. Did Mr. Cummings tell you in his written report that he was present when the tail shaft was drawn in California? A. I would have to look at the report. I can't remember that.

Mr. Reilly: Thank you.

Re-direct Examination by Mr. Meyer:

Q. Mr. DeForest, Mr. Reilly read to you a little note addressed to Mr. Ballouz from apparently your book-keeping department asking him to contact you with regard to the bill.

Did Mr. Ballouz ever contact you with regard to that bill? A. No.

Q. Aside from the notification with regard to the tail shaft, did you receive any complaint from Moore McCormack as to any of the other work? A. None whatsoever.

(33) Q. Exhibit 1 in evidence is the bill that you sent.

Is there anything in that bill to indicate the work on the liner of the tail shaft which is in dispute? A. Yes. It is underlined on page 1, item 3.

John William Ballouz, for Defendants, Direct

Q. Of Exhibit 1 in evidence? A. Yes.

Q. Other than the underlined item, have you received any complaint with regard to any of the other items from Moore McCormack? A. No.

Mr. Reilly: Object to the form of the question. We have a lawsuit here which involves defective workmanship and also involves a defense of improper charges. On that ground I believe the question is subject to misinterpretation.

Mr. Meyer: I am asking the witness for his personal reception of any complaints from Moore McCormack. It doesn't suggest anything more than that this witness was involved in the transaction from the beginning.

The Court: I think the question is proper. Objection overruled.

A. I received no complaints other than the work on the tail shaft.

Q. What in your opinion was the fair and reasonable (34) cost to effect the repairs that were underlined on page 1 of the disputed area? A. Between 300 and \$350.

• • •

(39) JOHN WILLIAM BALLOUZ, called as a witness on behalf of the defendant, being first duly sworn, testified as follows:

Direct Examination by Mr. Reilly:

Q. What is your job, please? A. Port engineer.

Q. By whom are you employed? A. Moore McCormack Lines.

Q. How long have you worked for Moore McCormack? A. A total of 30 years, since 1943.

John William Ballouz, for Defendants, Direct

Q. How long have you been employed as port engineer?

A. Since 1956, except I went back to sea in 1960 for six months.

Q. What are the duties of a port engineer? A. Taking care of repairs on the vessels and after the repairs are finished, to settle the bills.

Q. Did there come a time when you assisted in making arrangements for the drydocking and work aboard the (40) Mormaclake at Brewer in 1969? A. Yes, sir.

Q. When approximately with relation to the drydocking of the Mormaclake was that done? A. Either the 15th or the 16th of April.

Q. Do you have in mind the date that the drydocking was done? A. The 21st of April.

Q. With whom did you speak at Brewer? A. Mr. Fleck.

Q. What was his job? A. Yard superintendent.

Q. Will you tell us of the conversation that you had with Mr. Fleck? A. Mr. Castano originally had booked the ship in the yard and I was told to write up the items and call up Brewer as soon as I had the items all written up.

I went down through the files and got all the items and gave them to Mr. Fleck over the telephone.

Q. I show you Defendant's Exhibit Y and ask you if that exhibit includes the items which you refer to? A. Yes, that is the items.

The Court: Who is Mr. Castano?

The Witness: Superintendent engineer. He is my boss.

(41) Q. Can you tell us, sir, when Brewer Dry Dock was notified that the tail shaft of the Mormaclake was to be drawn? A. Either the 15th or 16th of April.

Q. And that was done by you to Mr. Fleck? A. Yes, sir.

Q. Would you describe for the Court how a tail shaft is drawn? A. Originally you have two gangs working one inside and one outside and you have a section of

John William Ballouz, for Defendants, Direct

shaft you remove which is called intermediate and you move that to one side and in the meantime, you have another gang outside disconnecting the propeller. Once you have the propeller, which is called jumped, taken away, broken from the shaft, then you draw the shaft inboard.

Q. Of course all of that is done after the vessel has been raised to dry dock? A. Yes, sir.

Q. Were you present when the tail shaft of the Mormaclake was drawn? A. Yes, sir.

Q. Can you tell us who else was present? A. I know the American Bureau and the U. S. Coast Guard.

(42) Q. You refer to the American Bureau. That is the American Bureau of Shipping? A. Yes, and naturally there were some yard workers around but I don't know who they were now.

Q. The purpose of drawing—first of all, is there any legal requirement as to the time that the tail shaft must be drawn? A. On this vessel, it must be drawn at least every three years.

Q. Can you tell us why that is necessary or what is done when the tail shaft is drawn? A. The tail shaft must be drawn at a minimum of three years for examination of cracks or any defects.

Q. After the shaft of the Mormaclake was drawn, were any defects noted? A. No, sir.

Q. Was anything noted which required work? A. Yes, sir. The liner in way of the packing on the forward end was deeply grooved.

The Court: Excuse me.

The Witness: The liner in way of the packing on the forward end was deeply grooved.

Q. Referring to Defendant's Exhibit B-1, is there a liner shown on the tail shaft in that photograph? (43) A. Yes, sir.

John William Ballouz, for Defendants, Direct

Q. Would you mark the approximate area where the liner was grooved, and I don't represent this photograph as a photograph of the tail shaft of the Mormaclake but merely to assist the Court in understanding the problem.

Mr. Meyer: You are not suggesting that the liner area of the Mormaclake looked like the liner area on this shaft either?

Mr. Reilly: No, sir.

A. I can't tell what these marks are. I think it may be on the liner. It may not be. It is not a very clear picture.

Q. In any event, Mr. Ballouz, you have made ink marks in the area of the tail shaft represented in this photograph where the grooves were noted in the Mormaclake, is that correct? A. Yes. I would roughly say, but again I must say this is not a good picture. I cannot tell where the liner ends on this picture.

Q. In any event, after these grooves were noted on the liner, did you have a conversation with anyone from Brewer with regard to it? A. In regard to the repairs?

Q. Yes. (44) A. Yes, sir.

Q. With whom did you have that conversation? A. Mr. Fleck.

Q. When with relation to the drawing of the shaft did you have that conversation? A. To the best of my knowledge, on the following day.

Q. Will you tell us the substance of that conversation?

The Court: Does that mean the 22nd?

The Witness: That is right, sir.

Q. The substance of the conversation you had with Mr. Fleck, what you said to him, what he said to you? A. I told him I want the shaft taken out and machined down in way of the packing.

John William Ballouz, for Defendants, Direct

Q. When you say you wanted the shaft taken out, what did you mean by that? A. Taken through the side of the ship up into the machine shop.

Q. How long is this shaft? A. Roughly 25 1/2, 26 foot.

Q. How heavy is it? A. 22 1/2 tons.

Q. How do you get that out of the ship? (45) A. You cut a hole in the side of the ship and you work the shaft at an angle through the side then it is picked up by the shore side crane and taken to the machine shop.

Q. You mean you actually have to burn a hole in the side of the ship to get it out? A. Definitely.

Q. It is taken to the machine shop for what purpose? A. To put into a lathe to be machined down to a true surface.

Q. What do you mean by a true surface? A. To make sure it is round and take the grooves out.

Q. After you had that conversation with Mr. Fleck, did Mr. Fleck reply to you? A. Yes.

Q. What did he say to you? A. His lathe was not big enough to handle it.

Q. Did you then make any inquiry as to other lathes, the availability of other lathes that might be available to handle it? A. I did.

Q. Did you have any conversation with Mr. Fleck as to getting the tail shaft out of the ship for others to do the work? (46) A. Yes, sir.

Q. Will you tell us the substance of that conversation, that is, what you said to Mr. Fleck and what Mr. Fleck said to you? A. I spoke to Mr. Fleck and I said I will make three or four telephone calls and see if I can get the machine shop to machine this down.

Then Mr. Fleck notified me his crane was not big enough to pick it up, was not big enough to lift it out of dry dock.

Q. So there you were with your ship in dry dock and grooves found in the tail shaft.

John William Ballouz, for Defendants, Direct

Was there any work done by Brewer on that tail shaft with regard to these grooves? A. Yes, sir.

Q. What work was that? A. I gave an order to grind off the shoulder of the liner.

Q. Would you tell the Court what you mean by that?

A. In other words, a shoulder would be a high spot that was not in way of the packing that sticks outside beyond the packing. As grooves wore inside the liner in way of the packing, your liner on the outside is still the original thickness.

(47) In order to get oversize packing in, you must grind the shoulder off. In other words, you are making the original thickness of the liner smaller in order to get oversize packing in.

Q. Have you in the past, in days even after this work by Brewer, removed grooves by this hand grinding? A. Yes, sir.

Q. Did you remain at Brewer for the rest of the time the Lake was in the shipyard? A. No, sir.

Q. Did anybody else take over your role at Moore McCormack? A. Yes.

Q. Who was that? A. John Fauske.

. . .

(51) The Court: Am I to understand that on Defendant's Exhibit G there would be notations by you on the side of that exhibit and that those notations indicate what you regard as the reasonable value of services, is that correct?

The Witness: Yes, sir. The notations I put in ink, if I circled his figure, then I agreed with that.

Q. Referring to item 3, Brewer's bill of \$9,067, did there come a time when the work done by Brewer's on that tail shaft had to be redone? A. That is correct.

Q. When was that, sir? A. Originally I had to re-pack the tail shaft in (52) Baltimore around May 3 then at a later date, it was drydocked on the west coast.

John William Ballouz, for Defendants, Cross

Mr. Meyer: Can we establish whether the witness is speaking from personal knowledge or whether this is information from others?

A. On May 3 in Baltimore, I personally was down there.

Mr. Meyer: How about the west coast?

The Witness: No. Just what I heard.

Mr. Reilly: There is no dispute in this case that a new tail shaft was put into the Mormaclake on the west coast in May of 1969, correct?

Mr. Meyer: That is the information I have.

Mr. Reilly: It is not in dispute?

Mr. Meyer: No, it is not in dispute.

Q. Is it fair to say, Mr. Ballouz, that this \$9,000 item had to all be redone on the west coast in May of 1969?

A. Definitely.

Mr. Reilly: Thank you, sir.

Cross Examination by Mr. Meyer:

Q. Mr. Ballouz, are you the senior port engineer of Moore McCormack? (53) A. That is correct.

Q. How long have you been the senior port engineer?

A. Six, seven years, I guess.

Q. Certainly before the Mormaclake went into Brewer in 1969? A. Definitely.

Q. Under your jurisdiction you had in 1969 about 8 or 9 vessels? A. At that time I had eight.

Q. Eight vessels? A. Yes.

Q. And they were all of the same type, were they?

A. That is correct.

Q. Had you ever used Brewer before April of 1969 to repair any of these vessels? A. For drydocking?

Q. Yes. A. That is correct.

John William Ballouz, for Defendants, Cross

Q. Had the Mormaclake been in Brewer prior to April of 1969? A. In 1968.

Q. Were you the chief engineer in charge of that work?

A. I was the port engineer.

(54) Q. The port engineer. Were you the port engineer in charge of that work? A. That is correct.

Q. On April 15 or 16, you notified Mr. Fleck of Brewer about some work on the tail shaft, is that correct? A. I notified him the tail shaft had to be drawn in for examination.

Q. That does not presume that the shaft would have to be taken out of the ship, does it? A. No, sir.

Q. And that does not presume that there would have to be any work on it, is that right? A. That is right.

Q. So what you notified Mr. Fleck of, was merely for it to be drawn into the ship for examination, is that correct? A. That is correct.

The Court: This is the conversation on the 15th of April?

The Witness: 15th or 16th.

Q. At some time you prepared some specifications which are Exhibit Y, is that correct? Did you prepare those specifications? I am not talking about that (55) typewriter or that sheet. I am talking about originally who prepared the writing that is on that sheet? A. I did.

Q. Did you then give that to Brewer? A. I gave it originally over the phone and I don't know if I gave it to him in writing later on or not.

Q. You know who wrote this up, this Exhibit Y? A. The original I would say has been written up by Moore McCormack, but this specification here was retyped by Brewer. That is a number. We did not have a number on any of our specifications. That is a shipyard number for this job.

John William Ballouz, for Defendants, Cross

Q. 7449 in the upper right-hand corner? A. That is correct.

Q. April 20, 1969 is the date of that? A. That is correct.

Q. And that is the date the vessel was drydocked? A. That is correct.

Q. You spoke before about American Bureau of Shipping being in attendance. Can you tell the Court exactly what American Bureau of Shipping is and what their function is? A. The American Bureau of Shipping is more or less the insurance company and safety of the vessel for the (56) owners.

Q. What do they do when they attend a drydocking? A. They examine anything which affects the seaworthiness of a vessel like the sea valves, sea chest, tail shaft, any hull repairs, anything that would affect the seaworthiness of a vessel.

Q. If a vessel passes their tests or inspections, do they receive anything for this? A. Your certificate.

Q. What is that certificate called? A. This would be a drydocking, but also seaworthiness of the vessel.

Q. If you get a seaworthiness certificate from ABS, what does that mean? A. That the ship is in a seaworthy condition.

The Court: What is this called?

Mr. Meyer: The American Bureau of Shipping.

Q. You said the Coast Guard was present also, is that correct? A. That is correct.

Q. What was their functioning? A. Their function is something like the Bureau and they have a certificate of inspection which they give to the vessel and without that certificate of inspection, (57) the ship will not sail.

Q. At the time that the Mormaclake was drydocked in 1969, was the purpose of the American Bureau of Shipping to inspect the vessel and issue a seaworthiness certificate? A. That is correct.

John William Ballouz, for Defendants, Cross

Q. Would the same be true of the Coast Guard? A. With the Coast Guard, it is called a certificate of inspection.

Q. Both of those were up for renewal at the time? Would that be a fair way to put it? A. It is a fair way.

Q. You spoke before about there being a legal requirement to draw the tail shaft every three years. I am not sure what you mean by legal. A. In other words, the Coast Guard and the Bureau insist that a minimum of three years, the tail shaft must be drawn in for inspection.

Sometimes you can't get an inspection for three months or four or six months but no more than that.

Q. When the Mormaclake was in dry dock in 1969, was that the end of three years? A. It was close to it. I don't know.

(58) Q. Was it not one of the purposes of the Mormaclake being in Brewer in April of 1969 to draw the tail shaft in accordance with that requirement? A. Right. We put it in the shipyard every year and the year was up, so we did all the work necessary.

Q. The Mormaclake was in Brewer in 1968? A. That is correct.

Q. There was no need to draw the tail shaft? A. That is correct.

Q. You spoke before of packing. Will you explain to me and the Court how this originates, where it is placed in? A. It is cut in single strips and this would be on the inside of the vessel. Roughly six to seven turns of packing and it is put in there and held in place with what is called a packing gland.

Q. Would it be fair to say, Mr. Ballouz, the tail shaft is cylindrical? A. It is supposed to be.

Q. What is the diameter of the shaft? A. On this vessel, 23 3/8 without the liner.

Q. Can you tell us what the packing gland is? A. The packing gland is what holds the packing in to keep the water from coming in.

John William Ballouz, for Defendants, Cross

(59) Q. What is the shape of the packing gland? A. It is round with a lip on the end of it.

Q. Is there a separation between the packing gland and the liner area of the tail shaft? A. Is there a separation?

Q. Yes. A. I don't follow that question.

Q. Isn't there an area between the liner and the packing gland which is meant to be occupied by the packing? A. That is correct.

Q. So there is a space there between the liner and the packing gland? A. Yes, sir.

Q. That space is filled or occupied by the packing, so-called, is that correct? A. That is correct.

Q. Would it be fair to describe the packing as something that is in the shape of a rope? A. A square.

Q. How thick is it? A. The original is one and a quarter, an inch and a quarter.

Q. It does come in different sizes, does it not? A. Definitely.

(60) Q. When you find the liner area deeply grooved and you ordered hand grinding, was it not your intention then, once the shoulders were taken off, to put in over-size packing? A. That is correct.

Q. How many layers of packing are meant to occupy the packing gland? A. If I remember correctly, six or seven.

Q. At the time that the Mormaclake was drydocked in April of 1969, when had the packing that was in that packing gland been put in there? A. The last drydocking, I would say.

Q. That would have been in May of 1968? A. That is correct.

Q. Had you been in touch with this vessel from May of 1968 to April of 1969 with regard to leakage through the packing gland? A. I have heard the chief mention it.

John William Ballouz, for Defendants, Cross

Q. What did he say? A. He had to add one turn at different times which is nothing unusual.

Q. Was there any mention of leakage through the packing gland? (61) A. Not excessive, no.

Q. How often were you in touch with the chief engineer during the year that she operated or less than a year? A. I would say everytime the ship was in port.

Q. Presumably, if there had been excessive leakage through the packing gland, that would have been one of the items discussed? A. I presume so.

Q. The Mormaclake was operating on an MSTTS charter during that period of time, April 1969? A. Yes.

Q. And this I assume involves ships to Viet Nam? A. Yes.

Q. The ship was en route from some point in the U. S. to some point in Viet Nam? A. Yes.

Q. If you had heard the packing on the Mormaclake had to be replaced twice from May '68 to April '69, what would that indicate to you? A. If they told me they had to change all the packing, they couldn't do it.

In other words, he might add one or two turns, that is all that was done.

(62) Q. You are aware then that the chief engineer testified that they replaced packing twice a trip? A. I am aware he stated that but he didn't state how much.

Q. Let me go back to my original question.

If you heard the packing had to be replaced twice a trip, what would that indicate to you? A. If the chief engineer changed the packing twice a trip, he should be fired.

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(65) Q. You are not suggesting this couldn't have been repacked in Viet Nam when the vessel was not on the ocean? A. I don't follow that.

Q. Is there a means of repacking and when the vessel was alongside of a dock without drydocking it? A. That is correct.

John William Ballouz, for Defendants, Cross

Q. It was done at Baltimore that way, wasn't it? A. Yes.

Q. Replaced every single strand in Baltimore? A. That is correct.

The Court: Was the answer to the question we have been trying to get that some of the packing had been replaced twice during a trip, did I understand your answer to mean that would have been incorrectly packed in the first instance?

The Witness: If they had to change the packing or one or two turns, it would mean the liner was wearing or it was incorrectly packed, that is correct.

• • •

(68) Q. And there were some men there from the Coast Guard, I take it, too? Were you all there for the purpose of viewing the liner area? A. No. The Coast Guard and the Bureau comes down just to inspect the shaft in general.

Q. You found the liner area deeply grooved? A. Right.

Q. Did you have any discussion with ADS at that time as to what repairs should be made to the deeply grooved liner area? A. He said if possible you should machine the shoulder. It is not a requirement.

Q. In other words, you could have taken that shaft in the condition it was and reinserted it in the ship and ADS would have approved it. A. That is correct.

Q. And so would the Coast Guard? A. That is correct.

Q. But you on your own, I take it, decided to do some extra work? A. For one reason, to get oversize packing in.

Q. What ABS recommended, this is a recommendation, it doesn't have the force of being a requirement in order (69) for you to get your certificate? A. That is correct.

Q. Machine the shoulders, what did they mean by that? A. To machine it to a true surface.

John William Bellouz, for Defendants, Cross

Q. Does that mean using any particular kind of a machine? A. Put it in a lathe.

Q. At that time you testified that you found out that Brewer did not have a lathe big enough to machine this shaft? A. That is correct.

Q. You said that you made inquiry of other lathes. Does that mean that you called around the city to find out if they had bigger lathes?

The Court: Wait a minute. I didn't understand the testimony to be that. I understand that they didn't have a lathe big enough to machine the tail shaft. I thought the testimony was they had machined the liner.

Mr. Meyer: That is correct. My question is leading up to the decision on why it should be hand ground.

The Court: What I am trying to figure out is, what the testimony is. I thought that the original testimony was that they could not take the shaft to be (70) machined because of two reasons. They didn't have a lathe large enough and when they wanted to take it to another shop, there wasn't a crane big enough to lift it and then a decision was made to remove or work on the shoulders of the liner.

Mr. Meyer: That is correct. I would like to ask questions about those points.

The Court: He said the lathe wasn't large enough for the liner. I thought the tail shaft was too large.

Q. When they machine a tail shaft, what do they machine? A. Just the liner area.

Q. How long is that liner area along the edge of the shaft? A. The complete liner?

Q. That has to be machined by a lathe? A. Just where the packing is. Plus I would machine the rest of it.

John William Ballouz, for Defendants, Cross

Q. How long is that area along the shaft? A. The total liner, 18, 18 foot, the liner, the total liner.

Q. You made inquiries as to other lathes, did you not? A. That is correct.

(71) Q. And you did this by making some telephone calls? A. That is correct.

Q. You called somebody and Mr. Fleck maybe called a few people? A. I know I called some. I think Mr. Fleck may have called too, I don't recall.

Q. And you called Gulf Marine, did you not, and they informed you what? A. They couldn't handle it. Their lathe wasn't big enough.

Q. Who else did you call? A. Arthur Tickle. They couldn't handle it. Conhagen, they couldn't handle it.

Q. Did you call Bethlehem Steel in Weehawken? A. It would be poor practice if I did.

Q. I didn't ask you that. A. No, I did not.

Q. You had Moore McCormack vessels in Hoboken before, did you not? A. Yes, sir.

Q. You are aware if they have a lathe big enough to handle a tail shaft the size of the Mormaclake? A. Yes.

Q. You have Todd Shipyard in Brooklyn? (72) A. Yes.

Q. They have a lathe big enough to handle your tail shaft? A. Yes.

Q. You didn't call them, did you? A. No.

Q. You found out Brewer didn't have a crane big enough to lift this tail shaft? A. That is correct.

Q. Are you suggesting that Brewer could not have lifted that shaft out of the ship? A. Not with the equipment on the dock.

Q. That doesn't preclude the fact that equipment could be brought in from elsewhere to do the lifting? A. That is correct.

Q. For instance, a floating crane could have been brought in? A. That is correct.

John William Ballouz, for Defendants, Cross

Q. Did Brewer ever suggest to you that they couldn't take that shaft out of the ship? A. I remember they told me they couldn't lift it up with their equipment.

Q. Didn't you give plans to Mr. Fleck as to where the welders were to burn in order to produce a hole in (73) the side of the vessel to remove the shaft? A. That is correct.

Q. You gave him plans? A. Sure.

Q. Would it be fair to say that the decision to hand grind the tail shaft did not depend on whether or not the shaft could be lifted out of the ship? A. I don't follow that question.

Q. Ultimately a decision was made by you to hand grind the shaft, is that correct? A. That is correct.

Q. Did the fact that Brewer did not have a crane big enough to lift the shaft enter into that decision? A. Absolutely.

Q. You didn't consider the fact that the crane could have been brought in from elsewhere?

Mr. Reilly: Objection. The question is argumentative.

The Court: I don't think the question is argumentative. I think it is a pertinent question. Objection overruled.

A. Repeat the question.

Q. Did you consider the fact that a crane could have been brought in from elsewhere to do the lifting? (74)

A. Where was I going to take the shaft?

Q. Is that your answer? A. Yes, that is my answer.

Q. Did Mr. Fleck at any time tell you that he couldn't lift that shaft? A. He sure did.

Q. With the crane in his yard? A. With the crane on the dock.

Q. Isn't it your job with Moore McCormack to oversee the repairs to a vessel? A. That is correct.

John William Ballouz, for Defendants, Cross

Q. In fact, whatever port engineer is assigned, his job is to look over the whole shipyard to see what is going on? A. That is correct.

Q. When a job is finished, you are required to inspect it and if it is all right, to approve it, are you not? A. That is correct.

Q. You didn't last the job right through April 26? A. That is right.

Q. You had to leave after the second day? A. Second or third day.

Q. This was after you had made the decision to (75) hand grind the shaft? A. That's correct.

Q. Did you see any of that grinding being done? A. Yes, sir.

Q. How many times? A. I saw one grinder there I guess maybe eight hours. The job had just started.

Q. What did the job look like the last time you saw it? A. The way I saw him doing it, it looked all right to me.

Q. Where did you go? A. I went by way of Baltimore to Savannah.

Q. Did you speak at all to the port engineer who replaced you? A. No, I did not.

Q. So you didn't make him aware of the fact that any hand grindings were going on?

The Court: Repeat that question.

Q. So you did not, meaning you, you did not inform him of any hand grinding? A. I absolutely did when he relieved me over there.

Q. That is what I am trying to get at. (76) You had a conversation with your replacement? A. Yes. I thought you might have meant the next day.

Q. What did you say? A. I told him they are going to grind the shoulder off because they can't take the shaft out of the ship, or words to that effect.

John William Ballouz, for Defendants, Cross

Q. You say you have hand ground other liner areas, is that correct? A. That is correct.

Q. Prior to April 1969, how many other liner areas have you hand ground? A. I would say roughly a dozen of them.

Q. Since that time? A. Since that time, maybe one or two. I don't know offhand.

Q. Is it customary for ship owners to have a spare tail shaft for a vessel or at least a group of vessels? A. Moore McCormack for a group of vessels.

Q. So Moore McCormack has a spare tail shaft for a group of vessels? A. That is correct.

Q. And there was a spare tail shaft available for the Mormaclake in April of 1969? (77) A. That is correct.

Q. This spare tail shaft would have been machined or at least in very good condition? A. That is correct.

Q. In other words, it would have been something that could have been put in and lasted presumably for the three-year period until it had to be drawn next? A. I will say it is correct.

Q. You have some doubt about it? A. I just want to know—I know what you are leading up to but I won't say anything.

Q. I wish you would answer my questions, Mr. Ballouz? A. All right.

Q. Where was the spare tail shaft for the Mormaclake in April of 1969, where was it physically located? A. I am almost sure it was Bethlehem in Hoboken. That is where I think it was. Bethlehem yard in Baltimore or Hoboken. I am not sure which one it was.

Q. Did you ever consider inserting the spare tail shaft in the Mormaclake? A. Under the conditions there, no.

(78) Q. And those conditions would have been what, sir? A. The fitting of the propeller. If I changed the tail shaft, I have to put it to the new wheel. If they

John William Bellouz, for Defendants, Cross

can't lift it out, how are you going to put another one in and fit it to the propeller which is even heavier than the shaft.

Q. That doesn't preclude the fact that a floating crane could do the job? A. Not necessarily.

Q. Could a floating crane do the job that you are talking about? A. Offhand if he could get in there, I guess he could. I didn't want a floating crane.

Q. Is there some advantage to using a land crane over a floating crane? A. Absolutely.

Q. What are the advantages? A. If nothing else, it is more sturdier.

Q. You never used a floating crane on a Moore McCormack ship before? A. Not that I recall.

Q. They are used in cargo operations a lot, aren't they? A. That is a little different.

(79) Mr. Meyer: May I have a moment, your Honor.
The Court: Sure.
(Pause.)

Q. If the grinding didn't involve the ADS certificate or certificate of inspection of the Coast Guard, could you tell us why it was done?

Mr. Reilly: I didn't understand that.
(Question read.)

A. For oversize packing.

Q. But you could have just taken the shaft and put it back the way it was? A. No. I can't get oversized packing in.

Q. This has nothing to do with the ABS and the Coast Guard? A. No, sir.

Q. The ship was on an MSTS charter or was just coming off charter? A. Still on.

Q. While she is being repaired, do you know whether any charter hire is being received by your owner? A. No, sir. Off charter.

John William Bellouz, for Defendants, Cross

Q. She is off charter. Does that mean Moore McCormack is not receiving any charter hire? A. That is correct.

(80) Q. When did she go off charter? A. Offhand I couldn't say. Chances are—I couldn't say. That is something not for me to say.

Q. I take it time is somewhat of the essence of these repairs? A. Yes, sir.

Q. The sooner you get the vessel repaired, the sooner she is back on charter earning money? A. That is correct.

Q. How many days were you given to conduct these repairs?

Mr. Reilly: Objection.

By whom?

Q. By your superior or anyone at Moore McCormack. Were you allotted a certain number of days to effect these repairs? A. They will give you a certain time but you don't know until you get the ship in the yard.

Q. Were you given a certain time? A. Three or four days.

Q. Who gave it to you? A. I just tell my boss what I need. I told him I need three to four days maximum.

Q. And I take it that was approved by your boss?

(81) A. Yes, sir.

The Court: That I gather is Mr. Castano?

The Witness: Yes.

The Court: For my edification, what is MSTs?

Q. What is that? A. It is really the Military Sea Command.

Q. In fact, it is the U. S. Government? A. That is right.

Q. You are carrying government cargo? A. Yes. Military Sea Transport Command. It has been changed since then.

John William Ballouz, for Defendants, Re-direct

Q. How long did you expect the hand grinding to take? A. Eight to 12 hours.

Q. Did you ever discuss with Brewer the fact of machining the liner in place using a portable tool? A. No, I did not.

Q. Does such a machine exist, do you know? A. I have heard there were but I have never seen one.

Q. Would you know how long that operation would take? A. No, sir.

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(87) *Re-direct Examination by Mr. Reilly:*

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(94) Q. Could you tell us whether it is usual or unusual or whatever words you care to use to describe for us to have some leakage in the shaft alley in and around the packing at the stern tube. A. He must have some leakage.

Q. You are speaking now when the ship is underway? A. That is correct.

Q. If that leakage develops, are there means taken aboard the ship to control it? (95) A. Yes, sir.

Q. How is it controlled? A. As I stated before, there has to be some leakage because salt water is a lubricant for your packing and your wood. That is the only lubricant you have, so some of it has to leak through. If it is excessive, then you take up very slowly on the packing gland that controls it and then when you get in port, you could take out one turn of packing and put in one.

Q. Would you tell us in your own words, describe in your own words, the leakage to be expected which you would correct by adding a turn or two of packing and the leakage which you saw in Baltimore after Brewer did its work. A. Let me explain this to you.

A ship alongside the dock is not going to leak like a ship underway. When you see a ship tied up, the

John William Ballouz, for Defendants, Re-cross

leakage is not going to be as much as it is when the ship is underway.

When I saw the ship in Baltimore, the ship was alongside the dock and the water was in excess but everybody has a different opinion what excess is. One chief engineer might say that is not excess and another may say it is. You could only tell when a ship is underway.

(96) Q. Anyway, in Baltimore the packing was removed and was repacked, is that correct? A. That is correct.

Q. *In toto.* A. *In toto.*

The Court: How long was this after the April repairs?

The Witness: If my memory refreshes me, it is on February 3.

The Court: The repairs were finished about the 24th of April?

The Witness: I think the 26th.

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(99) *Re-cross Examination by Mr. Meyer:*

Q. How do the prices of Bethlehem in Hoboken compare with Bethlehem in Baltimore? A. Baltimore is cheaper.

Q. Is that the same company? A. Absolutely.

Q. Would that be the reason why you didn't call Bethlehem Hoboken to see if they could machine your tail shaft? A. No.

Q. How about Todd Shipyard in Brooklyn, how did their prices compare to Bethlehem Baltimore? A. They are about the same as Bethlehem Hoboken or maybe a little worse.

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(100) Q. What did you see in the way of leakage when you were down in the shaft alley? A. It was excessive.

John William Ballouz, for Defendants, Re-cross

Q. In your opinion, was it such that it should have been corrected at that time or could the vessel make one more trip? A. At that time I figured it could be corrected and the vessel could sail possibly for even another year.

Q. That was your opinion at that time? A. At that time.

Q. By another year, you meant until her next annual (101) drydocking? A. That is correct.

Q. Did you discuss the leakage with the chief engineer of the ship? A. I did.

Q. Did he describe it to you? A. Yes. He told me, and I seen by myself it was excessive even standing alongside the dock, but I had to take his word how bad it was at sea.

Q. You took into your opinion what he told you the leakage was at sea, did you not? A. I did.

Mr. Meyer: No further questions.

Mr. Reilly: Nothing.

The Court: I would like some qualifications.

I was under the impression and I gather now from the testimony that I am incorrect, that the shaft and the liner were separate; in other words, if they couldn't machine the shaft, they couldn't machine the liner, is that correct?

The Witness: No, sir. The shaft is a piece of steel and the liner is shrunk on this piece of steel. It is one part.

The Court: One part?

(102) The Witness: That is correct.

The Court: The reason I got confused, I understood you to testify that when the shaft was taken into the ship with the ABS people there and the Coast Guard, that they found no defects in the shaft.

The Witness: That is correct.

John William Ballouz, for Defendants, Re-cross

The Court: But they found these deep grooves in the liner. That is what gave me the impression they were two separate items.

The Witness: It is all one item, your Honor.

The Court: I am correct that you made calls to various shipyards in the New York area and these various shipyards that you called did not have a lathe large enough to machine the liner?

The Witness: Your Honor, these were not shipyards. These were ship repair outfits.

In other words, they do stationary work mostly and so small repairs on the ship without drydocking.

The Court: But you did not I understand call Todd in Brooklyn or Bethlehem?

The Witness: No, sir.

Mr. Reilly: If I could say a word about this liner and shaft. The liner is a piece of Bronze which is actually shrunk onto the shaft which is fabricated (103) steel.

The Court: I think I understand it now. Somehow I got the impression they were separate and even if you couldn't machine the shaft, you could take the liner off and do something else with it and I just wanted to clarify that.

Thank you.

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Thomas Goedewaagen, for Defendants, Direct

(109) THOMAS GOEDEWAAGEN, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct Examination by Mr. Reilly:

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(110) Q. Did you in 1969 conduct a survey of the Mormaclake? A. Yes. May 18, 20 and 22 I attended the Mormaclake at Bethlehem Steel Shipyard Terminal Island, California.

Q. That was at the request of United States Salvage? A. Yes.

Q. Did other people attend that survey? A. Yes.

Q. What others, who else attended the survey? A. My records show a Mr. Fauske representing the owners, Mr. V. Newman representing Brewer Dry Dock Company, Mr. Cummings representing Martoon & Autoway, Inc., on behalf of Brewer Dry Dock Company, Mr. G. M. Dupee representing Frank S. Dupee in behalf of Brewer and Mr. Kilpatrick representing Lloyd's Agency and Mr. Finley representing Lloyd's Agency and P. M. Davis representing the American Bureau of Shipping.

Q. Would you tell us the findings which you made during your survey of the Mormaclake with relation to the tail shaft? A. The vessel was drydocked primarily in connection with the tail shaft and without going into elaborate detail, upon the drawing of the tail shaft and examining (111) it in a lathe, the tail shaft was found to have an eccentric surface in way of the packing gland surface on the liner of the tail shaft.

Q. Could you tell me in any simpler terms?

The Court: What do you mean by that?

The Witness: Eccentric. Please don't hesitate to stop me. The tail shaft is part of the propulsion that drives the propeller. Where the tail shaft penetrates the hull of the ship, in other words, from the inside going outside,

Thomas Goedewaagen, for Defendants, Direct

you have an area there that is one bearing that it rides on and two, there is a gland in which the shaft is choked, more or less, to keep water from coming in. It is a packing gland on this type of ship. They pack it with a flax type packing, perhaps two inches thick all the way around and a certain inch depth.

The tail shaft which is the steel has a bronze liner in that area there which can take some wear and this flax packing is put in rings and it is choked by a packing gland.

The tail shaft liner in way of the packing gland was eccentric. That is, it was apparently ground so it was wobbly, if I use a right term, or it was not concentric. It was eccentric so the packing could not properly choke. (112) The Court: Could not properly fit?

The Witness: Right, therefore water would keep coming in and reportedly at the time they had considerable trouble.

The Court: Thank you very much. I think I now understand.

Q. In connection with your survey, did you review abstracts from the engine log book of the vessel? A. Yes, briefly, as I recall.

Q. And the deck log book of the vessel? A. Yes. Only to the extent as to establish times when and where.

Q. Did you include in your survey report a statement of chief engineer Shanahan? A. It is not in the body of my report. I believe a copy was attached and forwarded with the report. I do not have it in my file at this time.

Q. In connection with your survey, did you express an opinion as to the cause of the casualty? A. Yes, I did.

Thomas Goedewaagen, for Defendants, Direct

Q. What was your opinion? A. As I stated in a memorandum which accompanied my report, I stated as follows:

It is the opinion of the undersigned that the (113) subject casualty was the direct result of an irregular ground surface on the tail shaft liner in way of the packing area which caused excessive leakage at the stern gland and movement of the stuffing box.

That was in a memorandum which accompanied my reports, sir.

The Court: What was the date of that survey?

The Witness: My report is dated, that is, issued from my office July 24, 1969. I attended on May 18, 20 and 22, 1969.

Q. What repairs were effected in California? A. The tail shaft was removed from the vessel. In order to do that, an access plate above the tail shaft or shaft alley had to be removed. The tail shaft drawn inside before after disassembly from the propeller and other—let me rephrase that.

The propeller was removed from the tail shaft and the tail shaft disassembled from line shafting and the tail shaft after removal of access plating was removed to the shop, the machine shop of the Bethlehem Steel plant where the shaft could be examined in detail in the lathe, and after the shaft was determined to be damaged beyond immediate repair, a spare tail shaft was received and installed aboard and in connection with that was necessary (114) to take a cut, a machine cut on the wood bearing in the stern tube to receive the new or replacement tail shaft.

That was all reassembled and the vessel undocked and proceeded on its way.

Q. What were the charges for that work? A. The Bethlehem Steel Company submitted a price of \$16,500

Thomas Goedewaagen, for Defendants, Direct

for that specific repair plus drydocking charges, services on drydock and a tug boat assistance, et cetera.

Q. How much were the drydock charges? A. The drydocking charges, there are really two sets of charges. One for drydocking of the vessel only and an additional charge for the drydocking of cargo aboard. The drydocking, for one lift and 1 lay days amounted to \$7,407.20.

For the cargo, the total amount was \$2,317.60. -

The Court: Let me interrupt once more, Mr. Goedewaagen.

For \$16,000, to be sure I understand it, you said it was found when to the lathe that the tail shaft was beyond immediate repair. Do you mean by that that it would take a long time to put it into shape?

The Witness: Yes.

The Court: So a spare tail shaft was put on the ship so it could proceed, then Bethlehem repaired the tail (115) shaft and that is the \$16,000 figure?

The Witness: No. That \$16,000 represents the cost to disassemble the shafting from the vessel and all the work that was done in California in connection with the tail shaft propeller, etc. The repair—the damaged tail shaft was then shipped back to New York where I understand satisfactory repairs were carried out. That is exclusive of the repairs to the shaft.

The Court: Exclusive whatever it might take to effect the repairs?

The Witness: Yes. By using a replacement tail shaft, they saved X number of days while the vessel was sitting on drydock.

Mr. Reilly: I would offer Defendants' Exhibit R for identification into evidence.

As I understand it, there was a payment of—

Q. As I understand it, there was a payment of \$6500 for overtime? A. That is correct.

Thomas Goedewaagen, for Defendants, Direct

Q. Can you tell us under what circumstances the overtime was paid? A. Yes. The vessel arrived on Saturday, May 17, 1969. A period of labor is paid overtime and it was placed in drydock immediately and repairs commenced immediately (116) and worked through that weekend.

Overtime cost in the total amount of \$7,265 was expended and that broke down for the repairs, the subject repairs, \$6,500 and then overtime to drydock the vessel on Saturday was \$600 and overtime to connect the various services associated on drydocking was an additional \$175 for a total of 7,275 overtime.

Mr. Reilly: I also offer S for identification into evidence.

The Court: Is that part of the \$16000 figure?

The Witness: It is in addition.

The Court: I heard the question about the drydocking but I never heard the answer.

The Witness: I should have answered that. It is plus the overtime.

The Court: So it is \$16,000 plus the \$7,200?

Mr. Reilly: Suppose we put it in the record.

Q. What were the total drydock charges for the work done at California? A. To put this in order, there is a charge of \$16,500 straight time for the physical repairs effected to the tail shaft, that is, associated with its removal, reassembly, examination, etc.

There is a drydock charge, two drydock charges (117) for drylocking the vessel, \$7,407.20. That is straight time and drydocking of the cargo, \$2,317.60.

If I may interject, that is by a tariff rate of bight tonnage of the vessel.

In addition to that, you have line handler charges of \$250. Services, that is, fresh water, salt water, fire protection, electricity, etc., the total amount is \$925. A

Thomas Goedewaagen, for Defendants, Direct

chemist's certificate, that is a chemist must take tests about the vessel to ensure there is no explosive nature before they apply heat, etc., of \$150 and then there is an additional charge of \$350 for services while the vessel was at labor.

Upon conclusion of the drydocking, repairs were not quite finished. That is, they still had some assembly work to do in the tail shaft alley and the vessel lay at the repair berth alongside and to connect services, etc., with that, there was a \$350 charge for a total straight time charge of \$27,899.80. Plus a total overtime charge of \$7,275.

In other words, the physical repairs and drydocking and everything associated with the straight time was \$27,899.80.

There is an overtime charge of \$7,275.

Mr. Reilly: Do you have any objection to R (118) and S, Mr. Meyer?

Mr. Meyer: Yes, I would. I would like you to detach that field survey. It is not signed.

So far as S is concerned, there has been no testimony as to what this represents, otherwise I would have no objection.

Mr. Reilly: Your Honor, as I understand it, R may be received without objection.

(Defendants' Exhibit R was received in evidence.)

Mr. Reilly: If I may show the witness S for identification.

Q. I ask you if that represents the charges of Bethlehem Steel for drydocking of the Mormaclake. A. This is just the drydocking and services, etc. associated with drydocking and the services at the lay. The total amount is 12,000. That is exclusively of the repairs I mentioned earlier.

Q. Then Defendants' Exhibit R is the bill for repairs, is it not? A. \$16,500 plus overtime \$6500 for a total amount of \$23,000.

Thomas Goedewaagen, for Defendants, Direct

Q. Do you have an opinion with regard to whether these charges were fair and reasonable? (119) A. Yes, I believe they are.

Q. How were these charges with regard to the repairs arrived at? A. Subsequent to the repair period, a price conference was held at the plant of the contractor and the contractor submitted his total price of repairs and everybody who attended, that is, the owner's representative, representatives from Brewer in this instance and representatives from Lloyd's agents and myself attended and our estimates varied quite a bit, so we negotiated and arrived at a price which we felt was fair and reasonable and everybody could live with.

Do you wish to have a detail of that spread?

Q. No, sir.

The Court: In any event, the bills for the charges that you testified to were the result of the price conference?

The Witness: Yes, and everybody walked away in agreement that the price was fair and reasonable and acceptable.

Q. Can you tell us, sir, in addition to the repair bill and the drydock bill, whether or not any other expenses resulted to Moore McCormack as a result of this casualty?

A. As a result of the casualty?

(120) Q. I am speaking of the customary charges incurred in drydocking. For example, do your bills include the pilotage fees? A. No, they do not.

Q. And the tugs? A. No, they do not.

Q. And the surveys? A. No, they do not.

Q. And the cost of transporting the spare shaft from New York to California? A. No, either the transportation of the shaft from California to New York, as I recall.

Q. How about the cost of repairing the damaged shaft? A. It is not included in that price.

Thomas Goedewaagen, for Defendants, Cross

Q. Of course the loss of charter hire—

Mr. Meyer: I object. This is really leading the witness. You asked what other costs, all right, but not to name them and ask if these are included.

Mr. Reilly: I would agree that the last question was leading and will withdraw it. I was just trying to move it along.

Q. When you made reference to this irregular ground surface of the tail shaft, could you tell me better so I would (121) understand what you mean by that, sir?

A. The liner in way of the gland normally wears in a concentric manner.

Q. As you have explained to the Court, this was eccentric? A. It was.

Q. Did you form an opinion as to the cause of that grinding in such a way, the concentric grinding—eccentric grinding?

Mr. Meyer: Condition, not grinding.

A. It appeared to be the result of grinding.

Q. What do you mean by grinding? A. I would have to speculate as to what kind of tool they used but it appeared to have been the result of a hand grinding tool which took off too much metal in an irregular manner about the circle.

Mr. Reilly: Thank you very much.

Cross Examination by Mr. Meyer:

Q. Mr. Goedewaagen, how long were you in the shipyard in California? A. I attended on three different dates.

Q. May I have those dates again? A. May 18th, 20th and 22nd.

Thomas Goedewaagen, for Defendants, Cross

(122) Q. Was the vessel there on all 3 occasions? A. No. As a matter of fact, it was not, unless my date was carried wrong.

Q. Wasn't she drydocked on a Saturday which is May 17th, the day before you got there? A. That is correct.

Q. Is that considered to be a haul day? A. That is the beginning of the lift day or haul day.

Q. And she was on for two lay days? A. Yes.

Q. So she came off drydock when? A. My records show she came off 1340 hours on May 20th.

Q. When she came off drydock, had the spare tail shaft been installed in the vessel? A. When she came off drydock, yes, it had been installed but not completely assembled.

Q. What further work was required as to that? A. I did not see the last day's work. I could only speculate what they had to do, but I would state that it would be closing of the—normally to finish up includes closing of the plate above the shaft alley, work associated with the coupling bolts. They normally have to borrow the coupling bolt holes and to avoid an excessive (123) amount of time on drydock, they will have completed the boring and completed the boring of the coupling bolts afloat.

Q. How long would that take? A. It could vary depending how much boring must be done. It could take 12 to 24 hours.

Q. You were there on the 22nd. Would there be any reason for you to go there if the vessel wasn't ready?

A. Yes, to look at the tail shaft. The shaft was in the shop, still.

Q. Was the vessel there on the 22nd when you were there? A. It was not. It left the contractor's plant.

Q. The vessel was there all together 4 days? A. It arrived 1328 hours on May 17 and departed 1425 hours on the 21st.

Thomas Goedewaagen, for Defendants, Cross

Q. That is almost four days. Do you consider that a reasonable time for these repairs? A. Yes.

Q. The charge by Bethlehem is 28 cents per gross ton for a haul day. Do you consider that a reasonable charge? A. That is the tariff charge, standard on the West Coast. It is somewhat higher on the East Coast.

Q. You recollect then it is a high haul day charge? (124) A. It is the charge. You can't get it any cheaper.

Q. Compared to the East Coast, of course, it is not reasonable? A. It is reasonable, apparently reasonable and acceptable on the West Coast.

Q. And the lay day is \$26 cents? A. Yes.

Q. That is a tariff charge too? A. Yes.

Q. I take it that is much higher than the East Coast also? A. I am not that familiar with the East Coast but it's about two or three cents higher at that time. Subsequent to this, the charges have gone even higher.

Q. How about the haul day charge, do you think that is two or three cents higher? A. Than the East Coast, yes, it is.

Q. 23 cents instead of 28 would be a fairly cheap price for a haul day, would it not? A. If you could get it.

Q. I am talking about April '69. A. Yes.

Q. 23 cents a gross ton for a haul day would be reasonable? (125) A. Yes.

Q. That is five cents less than the West Coast? A. Yes.

Q. Did you say the tail shaft was examined in the lathe? A. Yes.

Q. Did you examine the tail shaft liner alley when it was not in the lathe, say when it was first withdrawn? A. Yes, I believe I did.

Q. What advantage accrues from examining a tail shaft liner alley in the lathe? A. So you could actually determine or measure the things that are wrong with it.

Thomas Goedewaagen, for Defendants, Cross

Q. In other words you have an opportunity in the lathe to actually measure? A. Accurately measure.

Q. Is that a machine type measurement or human measurement? Are you using the machine to measure the concentricity of the article or do you have a tape measure there or some sort of gauge? A. You would use a gauge.

Q. Did you check the concentricity of the liner area when it was not in the lathe? (126) A. I don't believe I did the actual measurement. It was obvious it was bad, though.

Q. In other words, are you saying that without being even put in the lathe, the liner area to you did not look concentric? A. That is correct, and it was obviously worn in the regular manner showing it was irregular.

Q. You did not need the measurement of the lathe to show you it was not concentric? A. At that time, no. In other words, it was obvious the packing was wearing on it in an eccentric manner.

Q. The packing was wearing on it in a what manner? A. In other words, the packing in attempting to wear evenly was brighter, the surfaces were brighter than others. In other words, the packing wasn't getting down into the low spots.

Q. In other words, what you are saying is, you had the advantage at that time of seeing what wear the packing had made on the liner area? A. Yes.

Q. Without the advantage of seeing that wear, what would your opinion have been as to the concentricity of that liner area, let us assume it is all bright. Could you without it being put in the lathe determine whether the (127) liner was eccentric or not? A. I think I could by the wear. Liners normally wear in a circle. In other words, longitudinally you can't have ups and down but the wears and grooves and what not will be in a concentric manner.

Thomas Goedewaagen, for Defendants, Cross

Q. I realize that, Mr. Goedewaagen but what I am trying to understand, I want you to ignore that wear on the liner. I want you to assume that liner had just been ground and you were looking at it without the wear lines or evidence in it.

Do you think you at that time could have determined by looking at it, without it being put in the lathe, that it was not concentric at that time? A. You say ignore the condition that the packing had on it?

Q. Yes. A. It is pretty hard to ignore because it was quite obvious.

Q. Try. You have seen plenty of tail shaft. A. I think in that case I would have been able to see the ups and down because it was pretty high.

Q. Did you know that the liner had been handground several weeks before that? A. I think it became common knowledge. To say I did not know wouldn't be correct. It was common knowledge (128) at the time.

Q. Did you assume in connection with that, or were you told that this handgrinding had been accomplished in the shaft alley where the shaft had been pulled? A. Yes.

Q. Did you assume that the grinding was done by hand? A. I believe it was mentioned at the time. It was common knowledge that it was hand ground.

Q. Would there be any limitations with regard to hand grinding and by that I mean, could the shaft be turned while the hand grinding was going on? A. It is difficult with a shaft drawn in place because the tail shaft when drawn is suspended by straps, slings, etc., and there is normally no available means that I know of that you could actually turn the shaft as you would say on a lathe or what have you.

Q. In other words, could we assume when you learned of the hand grinding, that you assume that the shaft remains stationary while that hand grinding is going on? A. Yes.

Thomas Goedewaagen, for Defendants, Cross

Q. How high above the deck would that shaft be suspended? A. The shaft alley itself is an irregular space (129) the shaft is normally drawn in and might not even be drawn completely in but it is suspended in line with the stern tube, which is the approximate mid height of the shaft alley.

I would say there is a catwalk parallel and even with the liner area and there is maybe three, four foot, I am guessing now between the shaft and the overhead and maybe eight foot to the bottom of the bilge which is quite deep.

Q. Is it a confined area? A. Generally it would be confined because of all the slings, etc. and other removal waste.

Q. Had you been present at the time that the hand grinding was finished, and I believe you testified in your opinion, you thought you could have determined, or at least it would appear to you that the liner area was not concentric at that time? A. Yes.

Q. What could you have done, aside from the eye to measure, if that is a good word, to determine whether or not the shaft of the liner was concentric, at that time? A. With a straight edge walking around the shaft then measuring it at intervals would be a good way. In fact, it would be more apparent by the eye with a straight edge.

Q. You think if that was done, it could have been (130) apparent that the liner area was not concentric?

A. Of course this is with blind sight.

Q. I appreciate that. A. Yes.

Q. You think it could have been determined this way? A. Yes.

Q. You said that the shaft when it was withdrawn from the ship was beyond immediate repair. Does that mean that it could not have been ground in the lathe where it was measured or are you saying something more than that? A. The eventual repair—it depends upon how

Thomas Goedewaagen, for Defendants, Cross

badly the liner in way of the gland has been destroyed or has been worn down, one way or the other. If it has not been worn too much, that is, too much metal has been taken off, a machine cut can be taken on it to make it ground and even leave in a few valleys, so to speak, but if too much has gone, or if it is close to it, the prudent and best practice is to machine off enough, build it up by way of welding and putting a machine cut on it. That takes a few, several days.

Q. Could this liner area have been machined by a lathe at that time, or don't you have any information available? (131) A. It could have been machined, but whether or not it would have taken off too much metal, I can't say at this time.

Q. What is the determining factor as to how much metal is left to be machined? A. You do not want to have too much clearance in way of the packing gland. If you take off too much metal, you have to get an oversize packing gland and put in oversize packing and that is to be avoided. There is a point you just don't want to change the whole ship to fix that up. It would be far better to build it up than return to an original size.

Q. Did anybody take any measurements as to what the end result would be if machining was done on that tail shaft, how much metal would be left and how much oversize packing would have to be used? A. I don't recall.

Q. Then it is possible that that shaft could have been machined at that time? A. Whether or not it could have been satisfactorily repaired, I don't know.

Q. You don't know? A. That is right.

Q. Because nobody has done it, has bothered to take (132) the measurements? A. May I refer to my notes?

Q. Please do. A. My notes show it was quite eccentric and quite a lot of grooving and it would have been a lot of work and they may very well have had to take off too much metal to make it a smooth surface again.

Thomas Goedewaagen, for Defendants, Cross

Q. Did that again depend on how much metal would have to be cut? A. Yes.

Q. And that is something we don't have? A. I don't have the dope right now.

Q. In your experience, how long can a tail shaft last without being reground? A. That varies. The grinding of the gland area you are talking about?

Q. I am talking about that. A. In some instances I have seen it go several drawings with very little wear there. In others it has been two or three drawings that it gets pretty bad.

Q. This tail shaft allegedly had never been ground before and it was nine years old. I suppose that is within the realm of reason, is that right? A. Yes.

(133) Q. So the original metal would be there except for that which had been worn away by the packing, is that correct? A. There was more away than just had been ground away from the packing. In other words, the packing only wore it away in a concentric manner. There were other areas that were much lower than the packing grinding which was the whole problem.

Q. Was there any other work done aside from the replacement of the tail shaft? A. Yes.

Q. Was that work in connection with the tail shaft or in connection with repairs not related to the tail shaft?

A. There was some work not related to the tail shaft. As I stated in my report under surveyor's notes, while the vessel was on drydock, the owners spot sand washed the underhull, applied two coats of primer and spot locations. Applied a complete coat of anti-fouling paint and effected minor dressing to propeller blade edges. This work done alone would have required one day in drydock.

Q. I take it that did not extend the time on drydock? A. It did not.

(134) Q. With regard to your straight time figures here, you have 27,899.80, is that correct? A. Yes.

Thomas Goedewaagen, for Defendants, Cross

Q. And that consists of repairs and drydocking? A. Yes, it does, and services associated with drydocking, chemist certificates and also services at the labor.

Q. You don't know whether these prices were paid, do you? A. No, I do not.

Q. You were just reciting what somebody had told you they were? A. No. I am citing—this was the bill that Bethlehem presented and I approved.

Q. Do you have that bill? A. I believe I saw it in evidence and I have a copy of it here. I have copies of the invoice that you just showed as evidence a short time ago.

Q. The only thing we have in evidence is the bill of \$23,000 which includes overtime. That is Defendants' R in evidence.

Mr. Reilly: The bill for the drydocking which I offer.

Do you object to that?

Mr. Meyer: No.

(135) Mr. Reilly: Then can we have R and S in evidence?

(Defendants' Exhibit S was received in evidence.)

Q. Of course, the bottom painting could not have been done unless the vessel had been on drydock, is that right? A. Yes.

Q. And the prices that were agreed upon were as a result of negotiations, were they not? A. Yes.

Q. As a matter of fact, your original estimate was below that of the final agreement, was it not? A. Yes, it was.

Q. About \$2500 less, is that correct? A. Approximately, yes.

Mr. Meyer: Thank you, sir, I have nothing further.

Thomas Goedewaagen, for Defendants, Cross

Mr. Reilly: Your Honor, I have introduced into evidence now the bills for the work done on the West Coast. In addition to that, you have bills for survey expenses and for loss of charter hire, that is, the government stopped paying us for the ship when she was put in the yard and I wonder if we couldn't save some time, one, by Mr. Meyer and I attempting to agree to those damages and two, in lieu (136) of that, in the event you were to find in favor of Moore McCormack on its counterclaim merely have an interlocutory judgment.

The Court: Do you mean by that leaving upon the question—

Mr. Reilly: Of the amount of the damages.

The Court: That seems to me that you and Mr. Meyer, does not agree on it, on the authenticity of the charges. This trial is really not that complicated if you cannot—

Mr. Reilly: With that understanding, your Honor, I would rest.

The Court: I want to ask Mr. Goedewaagen some questions.

By the Court:

Q. In your opinion, can a tail shaft of the kind in question with a liner, can it be hand ground without some mark of the surface, without leaving some eccentricity?

Let me state it another way:

Can a shaft of this kind be hand ground rather than machine ground? A. In my opinion no, your Honor. In my opinion I think hand grinding is a very limited repair. It can only do a little bit of it. You are asking for trouble if you (137) go too far.

Q. The second question I wanted to ask you is:

If the instruction was given to hand grind the shoulder of the liner sufficiently to allow oversize packing,

Thomas Goedewaagen, for Defendants, Re-direct

in your judgment could that have been a cause of what happened? A. No, I don't believe so. If I understand your question correctly, if you gave an order to grind it.

Q. Hand grind the shoulder to permit oversize packing? A. You would have to make sure that you grind it concentrically, that is, evenly all the way around and take a limited amount off.

Q. As I understand your answer to Mr. Meyer's question, you might have been able to, in hind sight, discover there was some eccentricity by making some kind of measurement?

The Witness: Yes, with a straight edge, something of that sort.

The Court: That is all I have.

Re-direct Examination by Mr. Reilly:

Q. In hand grinding a tail shaft, would you recommend the use of any particular tool? A. They normally use an air driven or electric driven (138) disc grinder, but they do it very carefully and if possible, a guide of some sort to keep it from going down too deep, something of that sort or using a reference mark such as an existing groove so they are not getting down too deep. The point is, you are doing something by hand and you are limited as to what you can do.

Q. How about the use of a template? A. A template would be good if it is possible to rig up.

Q. What is that, sir? A. Something that is also concentric to the shaft. I have never seen it used on a liner but they do the same type of work on a large crankshaft and there is no reason they can't do it on a liner. Say if it were impossible to take out of the ship for some reason on a crankshaft of a large diesel engine where there has been a severe damage to the crankshaft journal area, they set in a device which is con-

Thomas Goedewaagen, for Defendants, Re-cross

centric and then they put in a mechanical grinder and run it around this device which is perfectly concentric to the journal and it in effect is a lathe going around the shaft rather than the shaft going around in a lathe.

The Court: I want to ask you one more question before you leave.

The question is: Am I to understand that in the (139) packing, that some war, some of this which you call eccentricity, could that have been caused by packing?

The Witness: No. The packing wears it in a concentric manner. You have hills and dales in it when you are looking at it from the side but those hills and dales are concentric also.

The Court: So all of the wear that you saw and talking about, none of it was due to the normal wear and tear of the packing?

The Witness: No, it was not, as far as I could tell.

Re-cross Examination by Mr. Meyer:

Q. You mentioned something you have never seen used on liners but you know of no reason why it couldn't be a template? A. In effect, a guide. Locally, I think a firm named Gulton does quite a lot of grinding of journal surface on diesel shafts and shafting in general where it is impossible or impractical or prohibitive for some reason or another to take the piece of machinery apart and they will grind it in place and mechanically the grinder is guided about the surface which you wished to make concentric.

Q. Then you are aware that these liner areas can be (140) ground by a so-called portable machine in place? A. Yes, though I have never seen it done on a tail shaft because they normally remove it from a vessel and put it on a lathe. That is the standard practice.

John Fauske, for Defendants, Direct

Q. Would the portable machine lathing be more desirable than hand grinding? A. I am sure it would be.

Q. Would you agree with me, that it would be fair to say that hand grinding in making sure it is concentric is a pretty difficult job? A. It is a limited—it is very limited as to what you can do.

Mr. Meyer: Thank you.

(Witness excused.)

Mr. Reilly: Your Honor, in view of your questions, I would like to put Mr. Fauske on the stand. I do have him in court.

(141) JOHN FAUSKE, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct Examination by Mr. Reilly:

• • •

(145) Q. Have you, sir, on other occasions had a tail shaft hand ground? A. Yes. It is quite common to hand grind the raised ridges on a tail shaft if it was not overly pronounced.

Q. Can a tail shaft be turned while hanging in a shaft alley while this work is done? A. Yes. The correct method is to grind about a quarter of the circumference then shift the tail shaft while it is hanging. Normally you would have canvas (146) protection then perhaps a turn or two of a chain or wire or reopen the one end and it could be the same on the other end and you could turn it by using chain falls and attaching it to the coupling of the tail shaft and then you would turn it a quarter turn to constantly have a good position for grinding.

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John Fauske, for Defendants, Cross

(148) *Cross Examination by Mr. Meyer:*

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Q. What I meant, Mr. Fauske, ABS dealt out in California. Mr. Ballouz suggested he could have ignored (149) ABS and put it back in the condition it was. I am wondering why you would obey the dictates of ABS in California and not in New York. A. I think you might have gotten the wrong impression from Mr. Ballouz. The ABS and the U. S. Coast Guard must pass a tail shaft after it is drawn.

Q. Thank you, that is the point. A. However, I should add that in the way of the packing, the fact that the shaft is grouped isn't particularly of great concern to the ABS as long as he feels it could be made tight.

Q. But still, in the Brewer yard, the ABS and the Coast Guard still had to pass that tail shaft? A. That is correct.

Q. You said it is all right to hand grind if the ridges are not overly pronounced. You did not see those ridges? A. I did not.

Q. You saw the grinding either when it was halfway through or all through? A. When it was all through.

Q. Did you discuss that grinding with Mr. Ballouz before he left? A. No, other than perhaps he may have told me the (150) progress of the job and said that the tail shaft is in, they are hand grinding the ridges of the liner in way of the packing box and it should be ready to go back at such and such a time and that would have been the extent of it.

Q. You said the correct method is to turn the shaft, is that correct? A. I would say the best method if you are going to hand grind is to turn the shaft as you grind it so you have a good position to work from at all times.

Q. Was the shafting turned when it was being ground by Brewer? A. I have no idea.

Q. They could have been turning the shaft? A. Yes.

John Fauske, for Defendants, Cross

Q. You are a graduate of the Merchant Marine Academy? A. Yes.

Q. You have a chief engineer's license? A. Yes.

Q. That would enable you to sail on any American vessel, a documented vessel? A. Yes, a steam vessel. I have a third assistant license for diesel.

Q. Aside from your age, your credentials appear (151) to be as impressive as Mr. Goedewaagen. A. That wouldn't be for me to decide.

Q. You are a chief engineer, are you not? A. Yes.

Q. You are an expert when it comes to the engine room? A. Again, I would like to feel a little modest in this regard. However, in any particular situation as a chief engineer I would have no doubts about my qualifications to handle anything that came along.

Q. The fact I have a law degree doesn't make me an expert. Within the realm of that word expert, you know a lot about the engine room and you are qualified. A. I would say so.

Q. Do you have the authority to reject a repair item and say either do it over again or let us do it a different way? A. As port engineer on the job?

Q. Yes. A. Yes.

Q. You have the same authority that Mr. Ballouz had? A. Correct.

Q. Your function at Brewer was to oversee the repairs? (152) A. Correct.

Q. We realize you cannot look at everything but there are some major items that you look for and ABS and the Coast Guard also are interested in the tail shaft? A. Right.

Q. You said that Mr. Fleck convinced you of something. Will you admit that you do not really recall the words or actions or gesticulations he used at this time? A. That is right.

John Fauske, for Defendants, Cross

Q. As a matter of fact you testified two and a half years ago and you didn't remember.

In any event, the completed job appeared to be eccentric? A. When I first looked at the completed job, it appeared to be ground unevenly.

Q. Then a straight edge was obtained? A. Right.

Q. You and Mr. Fleck both used the straight edge, did you not? A. Correct. One would have to hold it and the other one look.

Q. And you checked the lining area, is that correct? A. Correct.

(153) Q. From using that straight edge, so far as you could see, the eccentricity was confined to an area outside of the packing gland where it wouldn't make any difference, is that correct? A. Yes.

Q. Is there anything more that you could have done at that time to check the concentricity of the liner area? A. If I had any real doubts as to the eccentricity of the liner in way of the packing gland, I would have taken the time to move the chain falls back so we would be able to use this straight edge as we finally did in California, in perhaps seven or eight equal distant spaces around the shaft and there is any number of ways you could check to see that the shaft was perfectly round.

Q. You are not suggesting that this could not have been done, you are saying it was not done? A. It was not done because at the time the thought was that it was not needed.

Q. You didn't make any request to do anything more? A. No, I did not.

Q. And no request was denied, of course? A. No.

Q. Would it be fair to say in your opinion after checking the liner, it was your opinion at that time that the (154) liner could have lasted another three years? A. That is correct.

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Thomas Goedewaagen, for Defendants, Re-cross

(161) Mr. Reilly: Your Honor, I have marked for identification the vouchers in dispute of the damage claim of Moore McCormack, Exhibits L-1, 2, 3, M, N, O, P, Q, R, S, U, V, W, X, Z-5 and Z-4.

As I understand it, Mr. Meyer will review these and if he has any objection to them, we are going to try to work out any objection to them.

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(162) THOMAS GOEDEWAAGEN, resumed.

Re-cross Examination by Mr. Meyer:

Q. Mr. Goedewaagen, there was testimony by Mr. Ballouz that the Mormaclake at the time she was at Brewer's Dry Dock was up for reclassification by American Bureau of Shipping and for continuation of her certification of inspection by the U. S. Coast Guard. A. Yes.

Q. Would that have required inspection and approval of the tail shaft before it was reinserted into the stern tube of the ship? A. As I stated before, I have never seen the shaft played with or put in and out without having the American Bureau of Shipping and Coast Guard look at it. Whether or not it is required at that particular time, I don't know, but they always call them in to have them look at it for record purposes. Whether it is required, I don't know.

The Court: You mean they are called in both when it is drawn and when it is put in?

The Witness: Yes. They are invited to attend. They may elect to tell them I don't have to see it for each (163) little move. Call me when it is ready and it is usually done in the middle of the night.

Plaintiff's Exhibit 1

The Court: This is the ABS and the Coast Guard?

Mr. Meyer: Their approval is required, whether or not they look at it?


The Witness: They normally do it. To clarify something. The tail shaft is required to be examined every three years for this type of shafting. Whether or not it would be required to be examined say after two years, is something else. However, if they are pulling it in for any cause, they will have them examine it so it can go for an additional three years and if there is any cause for something to be wrong with the shaft, they will have them examine it at that time to get their blessing on it.

Mr. Meyer: The testimony was this was at the end of a three-year renewal period.

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Plaintiff's Exhibit 1.


Invoice of Brewer Dry Dock Company.

(See opposite page.) 

71a

Plaintiff's Exhibit 4.


Estimating Form of Brewer Dry Dock Company.

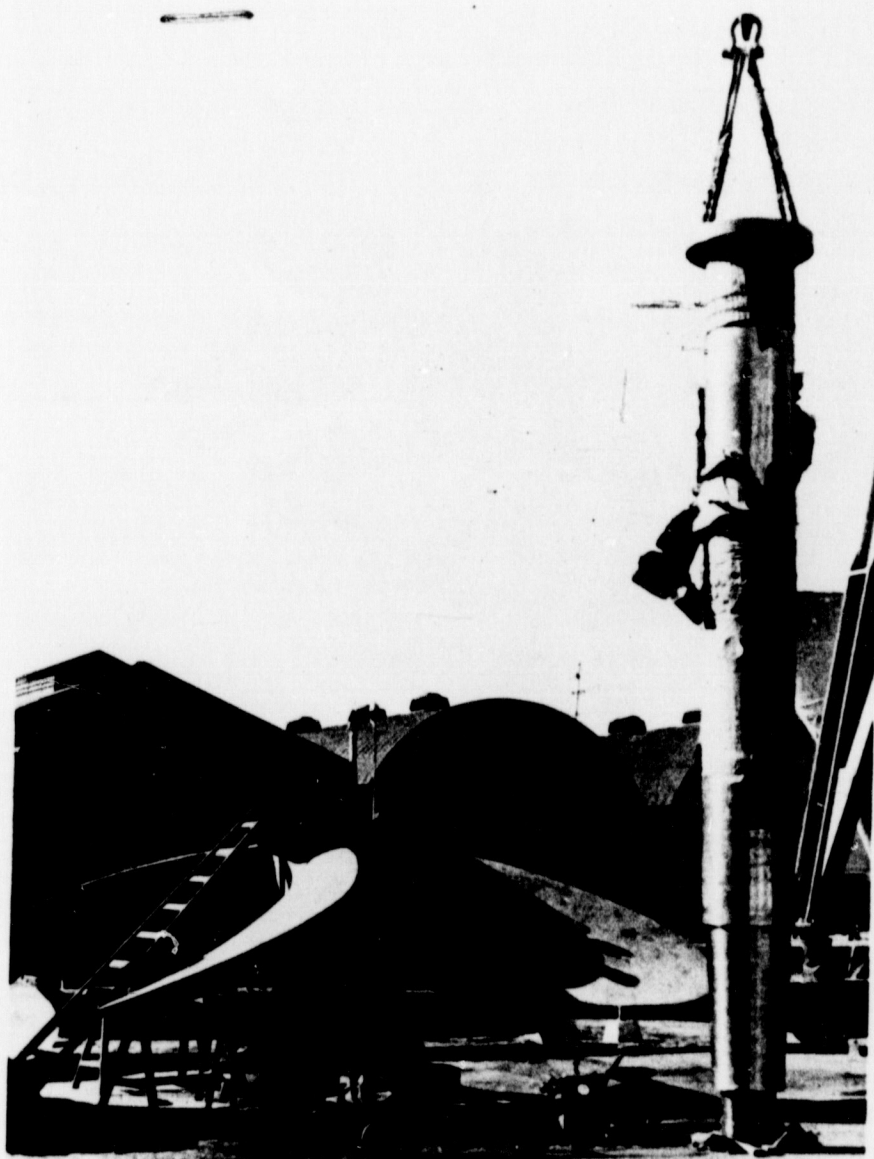
(See opposite page.) 

73a

Defendants' Exhibit B-1.

Photograph.

(See opposite page.) 



Excerpts From Defendants' Exhibit Z-4.

(1)

Deposition of John E. Shanahan.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

BREWER DRY DOCK COMPANY,

Plaintiff,

against

SS MORMACLAKE and her engines, tackle, apparel, etc.,
and MOORE-McCORMACK LINES, INCORPORATED,

Defendants.

December 15, 1971,
2:10 P.M.

Deposition of John E. Shanahan taken by plaintiff pursuant to notice dated August 5, 1971, at the offices of Hyde, Dickerson & Reilly, Esqs., 61 Broadway, New York, N. Y., before Walter Shapiro, a Certified Shorthand Reporter and Notary Public of the State of New York.

Appearances:

McHugh, Heckman, Smith & Leonard, Esqs., Attorneys for Plaintiff, 80 Pine Street, New York, N. Y., By: Richard E. Meyer, Esq., of Counsel.

Hyde, Dickerson & Reilly, Esqs., Attorneys for Defendant, 61 Broadway, New York, N. Y., By: Charles M. Tomaselli, Esq., of Counsel.

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Excerpts From Defendants' Exhibit Z-4

(2) JOHN E. SHANAHAN, called as a witness, having been duly sworn, testified as follows:

By Mr. Meyer:

Q. What is your name and home address? A. John E. Shanahan. Van Wyke Apartments, Croton-on-Hudson, New York.

Q. How long have you had your chief engineer's license? A. '49, if I remember right. 1949.

Q. How long have you sailed as chief engineer of the Mormaclake? A. Since she came out, 1961.

Q. Were you aboard the Mormaclake on the voyage before she went into the Brewer yard in April of 1969? A. Yes.

Q. Do you recall where the Lake was coming from (3) before she went into Brewer's? A. Offhand I don't.

Q. You were aboard the vessel though, weren't you, during that trip? A. Yes.

Q. Was there any leakage through the stern packing gland during that voyage? A. Yes.

• • •

Q. Normally, Mr. Shanahan, is there leakage through the stern packing gland? A. Yes, a small amount.

Q. Within a 24-hour period what would the normal amount of leakage be through the stern packing gland?

A. To measure it, I couldn't even begin to measure it. It depends on whether your gland is up tight and so on. It varies.

Q. The reasons for leakage vary, do they not? A. It could.

Q. Certainly having a chief engineer's license (4) from 1949 you certainly recognize the condition of excessive leakage through a stern packing gland, would you not? A. Yes.

Q. What I am asking you is on the voyage to Brewer's Dry Dock, would you describe the leakage through

Excerpts From Defendants' Exhibit Z-4

the Mormaclake's stern packing gland as excessive during that trip? A. Yes. At times it was.

Q. How long had that condition existed? A. It varied. Sometimes we had to repack and other times we didn't.

Q. When was the last time prior to April, 1969, that the stern gland was repacked? A. Exactly I couldn't say. Sometimes we repack as much as twice a trip.

Q. Then the repacking would have been done by ship's personnel? A. Right.

Q. Do you repack while the vessel is underway? A. No, it's impossible. You have to stop the vessel.

Q. But it can be done at sea if the vessel is stopped? (5) A. Yes. On this particular ship, yes.

Q. You say there were occasions when the stern gland had to be repacked twice during the same voyage? A. Yes.

Q. Was that solely because there was excessive leakage through the stern gland? A. Well, you would repack it when the leakage became excessive, yes.

• • •

A. I was there the previous dry docking, yes.

Q. Do you recall whether any work was done on the (6) tail shaft at that time? A. On the tail shaft?

Q. Yes. A. No, not to my knowledge.

Q. Was the tail shaft pulled at all in May of 1968? A. No.

Q. Could you tell me how many times between the dry docking in May of 1968 and the dry docking in April of 1969 that the packing was replaced or repacked in the stern gland by vessel personnel? A. We probably made three or four during that time. An average of twice a trip I would say, offhand.

Q. We are talking about a period of 11 months you realize? A. If I remember we were on MSTs run and the voyages were longer.

Excerpts From Defendants' Exhibit Z-4

Q. Do you have an opinion as to what caused the excessive leakage through the stern gland which required repacking twice during each voyage in that 11-month period prior to April, 1969? A. An opinion?

Q. Yes. A. The packing was getting worn in there.

(7) Q. Could you ascribe any other reason? A. No.

Q. The Mormaclake was dry docked on April 21, 1969, at Brewer's. Were you aboard the vessel when she was dry docked? A. Yes, I was.

Q. Did you remain aboard while the repairs were undertaken? A. You mean 24 hours a day?

Q. Well, in the area, let's say. A. Yes, I was still chief on the vessel.

Q. So you spent some time during the day on the vessel and then apparently went somewhere to spend the night, is that right? A. Yes, and some evenings I was there.

Q. Were you there when the tail shaft was drawn?

A. I was aboard ship, yes.

Q. Did you inspect the liner area of the tail shaft after the shaft had been drawn? A. Yes.

Q. And before any work had been done on the liner area? A. Yes.

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(8) Q. What, if anything, did you observe when you looked at the liner area? A. In the way of the packing gland she was grooved.

Q. Do you have an opinion as to what caused the grooving? A. The packing could be the only thing that caused it, in my estimation.

Q. When was the last time, if at any time that that liner area had been machined prior to April, 1969? A. It never was machined, to my knowledge.

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Excerpts From Defendants' Exhibit Z-4

(13) Q. To the best of your recollection would you tell us what you said to Mr. Fauske and what he said to you?

(14) A. I asked him what was going to happen and he said if I remember right he told me the ABS had okayed it and that was it.

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(16) Q. Do you know where the vessel first went after leaving Brewer's? A. Bayonne.

Q. What, if anything, did you do there? I am talking about the ship now, not you personally. Did the ship take on cargo there? A. They were loading cargo, yes, yes, in Bayonne.

Q. And destined for Baltimore? A. No.

Q. Could you tell me where you were going with that cargo? A. I believe the cargo that was loaded there was destined for Okinawa.

Q. Were you down in the shaft alley observing leakage through the packing gland while the vessel navigated from Brewer's to Bayonne? A. Yes.

Q. What, if anything, did you observe? A. It was excessive.

Q. Similar to the leakage you had seen prior to the work done by the shipyard? A. Much worse.

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(18) Q. After the vessel loaded cargo and departed Bayonne, did it proceed down the east coast? A. No. We went to Davisville.

Q. Where is that? A. Rhode Island.

• • •

(19) Q. What was the condition of the leakage, if any, through the stern gland on the voyage from Bayonne to Davisville? A. Very bad.

Q. Again worse than it had been before the Brewer dry docking? A. Oh, yes.

Excerpts From Defendants' Exhibit Z-4

Q. Did you report that fact to anyone upon arrival or while you were in Davisville? A. I reported it to Mr. Ballouz by phone.

* * *

(21) Q. Let me ask you this. In your opinion when the vessel was in Rhode Island, was the cause of the excessive leakage the way the gland had been packed or was it the manner in which the liner had been ground? A. I would say it was the manner in which the—the manner in which the liner was ground.

* * *

Q. The vessel then navigated from Rhode Island to Baltimore, is that right? A. That's correct.

Q. What was the condition of the leakage during (22) that voyage? A. It was bad.

(27) Q. What was the condition of the leakage, say, from Baltimore to the Panama Canal? A. It was about the same as it had been after leaving the yard.

Q. The repacking at Baltimore did not improve the situation? A. No.

Q. Was this reported by radio or otherwise back (28) to the office of Moore-McCormack? A. I don't remember reporting it.

Q. Were you concerned about it at all? A. The leakage?

Q. Yes. A. I could control it, the leakage.

Q. Then at least on that part of the voyage from Baltimore to the Canal, let's say, you assumed that the vessel could make it to Okinawa? A. It appeared to me she could as long as the condition did not get any worse.

Q. Did the condition worsen thereafter? A. Yes.

Q. Where was the vessel when you first noticed the condition worsen? A. I think it was just before we got to the Canal. I noticed a sheering motion.

Q. The Panama Canal? A. Yes.

Excerpts From Defendants' Exhibit Z-4

Q. What do you mean by a sheering motion? A. It was a sideways motion to the whole packing box.

Q. Did you attempt to correct that at all? A. There was no way I could correct it that I (29) knew of.

Q. Did you do any further repacking from Baltimore to the Panama Canal? A. No.

Q. When this shearing took place, did you report that back to the office? A. No.

Q. Did the shearing worsen? A. After we left the Canal.

Q. Did that also include a worsening of the leakage? A. The worsening became—the flange started leaking at the bulkhead which had not been leaking previously.

Q. Could that leakage be controlled? A. I thought it could.

Q. I am talking at the flange. A. Yes.

Q. How would you attempt to control that? A. By taking up on the studs.

Q. Did you or someone on the ship attempt to take up on the studs? A. Yes, we attempted it and we sheared two studs.

Q. With the wrench? A. With an ordinary wrench.
(30) Q. Were you successful in tightening any of the studs? A. Yes.

Q. Did that somewhat control the situation of the leakage through the flange? A. Yes, it controlled the leakage.

Q. But did it result in some other happening? A. When I seen the two studs sheared that was enough for me.

Q. What did that indicate to you? A. That we were in trouble.

Q. I don't understand. What sort of trouble? A. If this condition continued and I sheared all the studs off we would have had it.

Q. When was the first time any condition reports concerning this situation were radioed back to the office? A. After I discovered the two studs sheared.

Excerpts From Defendants' Exhibit Z-4

Q. Weren't you there when the studs were sheared?
A. Pardon?

Q. Weren't you there when the studs were sheared by the wrench? A. Yes. After we discovered that we had two studs sheared I notified New York we were heading for California.

(31) Q. Then it was your decision to return to California? A. In conjunction with the captain. I discussed it with him, of course, and he agreed.

Q. And this information was radioed back to New York? A. That's right.

Q. Did you receive any return wires or communication from New York? A. Yes.

Q. Do you recall what that communication was? A. At one point they came and wanted us to go to Honolulu and I said no. I went back with my original wire.

Q. Did they give a reason why they wanted you to go to Honolulu? A. I believe they said there wasn't a dry dock available in California.

Q. Where was the vessel when all this took place, meaning the studs were sheared and you radioed back that you were turning back? A. We were proceeding as close up to the coast as we could.

Q. Specifically where were you located? (32) A. About eight or ten hours outside the Canal headed up. It may have been a little longer than that. I don't remember exactly.

Q. How long thereafter did it take to get to San Pedro? A. We had reduced speed, of course, to keep the movement back there down to a minimum. I don't remember exactly. I think it took us about four or five days, something like that.

. . .

(34) Q. What, in your opinion, was the cause of the shearing? A. The elliptical shaft, as she came around she was pushing the packing which was causing excessive leaking and this in turn caused the shearing motion to the whole box.

Excerpts From Defendants' Exhibit Z-4

Q. Is there any reason why the shearing did not occur immediately after the vessel left Brewer's yard but instead the condition did not appear until what was it, at least a month later? A. No, it wasn't a month later.

Q. How much time elapsed? A. It was maybe a week and a half, two weeks after. We spent a lot of time at Bayonne and Davisville and we were two days in Baltimore. I think we were a week in Davisville.

Q. Going to actual running time of the vessel, how many days did the vessel operate where the tail shaft (35) was turning before this condition manifested itself? A. Five days.

• • •

Q. I believe you testified about that this liner area had never been machined for so long as the vessel (36) had been in service? A. To my knowledge it never had.

Q. To your knowledge had it ever been hand ground? A. It had never been hand ground, no.

Q. How many vessels does Moore-McCormack have of this type? A. Eight.

Q. To your knowledge have any of the tail shafts of any of the other seven vessels ever been hand ground? A. Not to my knowledge, no.

Q. Have you ever heard it being done to any tail shaft liner area before? A. Hand grinding?

Q. Yes. A. I have never heard of it, no.

Q. Do you think it is a good practice? A. Well, let's put it this way. It is not my place to decide what is going to be done with that tail shaft. That is up to the port engineer and with the ABS and the Coast Guard and what I have to say about it has nothing to do with it.

Q. I am not asking you to criticize anyone. I am just asking you as a chief engineer of a vessel for 20 years whether in your opinion it is good practice (37) to hand grind the liner area of a tail shaft? A. No, I don't think it is.

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Opinion by Carter, D. J.**UNITED STATES DISTRICT COURT,****SOUTHERN DISTRICT OF NEW YORK.****[SAME TITLE.]**

McHugh, Hockman, Smith & Leonard, Esqs. of New York City, Attorneys for Plaintiff, Richard E. Meyer, Esq., of Counsel.

Hyde Dickerson & Reilly, Esqs. of New York City, Attorneys for Defendants.

CARTER, District Judge:

The factors are relatively uncomplicated and in general not in dispute. The plaintiff, a New Jersey corporation, owns and operates a shipyard at Marines Harbor on Staten Island. Defendant, Moore-McCormack Lines, is a Delaware corporation with its principal place of business in the city of New York. It owns the vessel S/S Mormaclake.

On or about April 15, 1969, defendant's superintendent port engineer made arrangements with Brewer to dry dock the Mormaclake at its shipyard. Brewer was advised verbally by the shipowner's senior port engineer of those repairs which were to be done on the ship. Among the things ordered done was drawing the tail shaft for inspection. This inspection is required every three years by the American Bureau of Shipping and the United States Coast Guard for issuance of a seaworthiness certificate by the American Bureau of Shipping and a certificate of inspection issued by the Coast Guard. The three-year period from the last inspection had almost expired. The vessel had just come off a MSTS charter and the shipowner had allocated a maximum three to four days for the dry docking and necessary repairs.

Opinion by Carter, D. J.

Until the tail shaft had been drawn and inspected, neither the shipowner nor the shipyard knew that repairs to the tail shaft would be required. However, when the tail shaft was drawn, it was found that the liner was deeply grooved. There had been some leakage prior to dry docking at Brewer, and as a result the ship's crew had been forced to repack the gland. When it was found that the shaft was deeply grooved, the shipowner decided to have the shaft removed from the ship and machined down.

Brewer did not have a lathe large enough to machine the tail shaft. Defendant's port engineer called several repair companies in New York to find out if they had a lathe large enough to do the job, but none had the needed facilities. Defendant did not call the two largest shipyards in the vicinity although it knew they had the necessary equipment. Moreover, at the Bethlehem shipyard in Hoboken, defendant had a tail shaft in good condition which could have been substituted for this one needing repair. The testimony established that the tail shaft could have been moved from Brewer to Bethlehem or Todd shipyards which had large enough lathes to machine down the shaft, and the spare shaft at Bethlehem could have been substituted while the shaft was being repaired.

A deliberate decision was made by defendant not to adopt these alterations. Instead of having the shipyards with the largest lathes machine the shaft or using the tail shaft in the Bethlehem shipyard as a substitute, defendant ordered Brewer to hand grind the tail shaft. At the trial a surveyor witness for the defendant testified that hand grinding is only of limited use and that one is asking for trouble when it is done.

The hand grinding was done. Afterwards, it was inspected by the defendant's port engineer. On inspection he felt that the lever looked eccentric. A straight edge

Opinion by Carter, D. J.

was used to determine this and the Moore-McCormack representative and Brewer representatives concluded that the eccentricity was outside the area of the packing gland and, therefore, would not affect the efficient operation of the tail shaft. Additional checking could have been done by removing the chain falls but the defendant's port engineer decided that this was unnecessary.

The vessel left the yard on April 26 and ran almost immediately into trouble. Eventually the ship was directed to San Pedro, California and dry docked at the Bethlehem steel shipyard at Terminal Island, California. There the tail shaft was pulled and examined, and it was found that the shaft liner was eccentric. The surveyor who examined the shaft in California and who testified as a witness for the defendants stated that this fault was apparent to the naked eye. A spare shaft was put on the ship and the defective shaft was brought to New York and apparently its faults were properly corrected.

There is no dispute that the work for which Brewer claims compensation was done. The usual practice is for the bills to be presented, discussed by the parties, and then an agreed upon bill is settled upon as fair and reasonable. This practice was not followed in this case, apparently because the defect to the shaft showed up so soon after the work was done that defendant decided to contest payment, and this suit followed.

No evidence was introduced at trial to support a contention that charges for services by plaintiff are unreasonable or out of line in respect to charges made for similar work in this area. Plaintiff seeks to recover \$52,308.00 as set out in its invoice; Moore-McCormack counterclaims for \$72,023.13 for damages incurred by it as a result of Brewer's failure to perform its services in a workmanlike manner, less \$29,457.00 which is alleged to be the reasonable value of work satisfactorily performed by Brewer.

Opinion by Carter, D. J.

The plaintiff owed a duty to defendant to perform its services on the ship, including the tail shaft, in a workmanlike manner and ordinarily must indemnify the shipowner for any foreseeable damage that results from its breach of the warranty for workmanlike performance, see *Ryan Stevedoring Co. v. Pan Atlantic Steamship Corp.*, 350 U. S. 124 (1956); *LaCapria v. Compagnie Maritime Belge*, 427 F. 2d 244 (2d Cir. 1970). Indeed, even the shipowner's own negligence does not relieve the shipyard of its responsibility for damages that result from workmanlike performance. See *Sanchez v. Lubeck Linie AG*, 318 F. Supp. 821 (S.D.N.Y. 1970); *Young v. American Export Isbrandtsen Lines, Inc.*, 291 F. Supp. 447 (S.D.N.Y. 1968); *Weyerhaeuser Steamship Co. v. Nacirema Operating Co.*, 355 U. S. 563 (1958). The warranty is not enforceable, however, if the shipowner hindered or prevented the shipyard from carrying out its obligation. See *Young v. American Export Isbrandtsen Lines, Inc.*, *supra*.

None of these cases is in point. However, the evidence shows that hand grinding a tail shaft is a risky procedure. As the surveyor testified, one is asking for trouble. The liner must be concentric, and it is difficult to hand grind without eccentricity. There was no showing here that Brewer did this job in a careless, negligent or reckless manner. While the defendant did not prevent or hinder Brewer's performance, Brewer cannot be held to an impossible standard. The work was done and inspected; more care could have been taken in that respect, but defendant was in a hurry to get the ship back on charter. The decision to hand grind the shaft was made with knowledge that risks were being incurred. Brewer cannot be faulted that as a consequence those risks which defendant assumed became a reality. From what I understood to be the essence of defendant's own testimony, hand grinding gives no assurance of concentricity which is neces-

Opinion by Carter, D. J.

sary for effective performance of the tail shaft. Defendant's employees made a mistake in judgment, and the result of that mistake should be their responsibility not Brewer's.

Moore-McCormack cites several cases in respect of the adverse inference or the failure to call witnesses by Brewer, see *Dow Chemical Co. (UK), Ltd., v. SS Gioranella D'Amico*, 297 F. Supp. 699 (S.D.N.Y. 1969), but in my judgment the defendant's testimony substantiates my finding that Brewer met its obligations.

The parties agree that the custom and practice is for bills for repairs by shipyard to be negotiated. Although Brewer submitted its bill, Moore-McCormack made no effort to negotiate either before or after the bill was submitted. Therefore, the failure to follow custom is defendant's, not plaintiff's fault. Judgment is awarded to plaintiff for \$52,308.00, plus 6% interest since the filing of this suit.

The above constitutes the court's findings of fact and conclusions of law.

So Ordered.

Dated: New York, New York
February 26, 1974

s/ ROBERT L. CARTER
U.S.D.J.

Judgment Appealed From.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

[SAME TITLE.]

The issues in the above entitled action having been brought on regularly for trial before the Honorable Robert L. Carter, United States District Judge, on June 9 and 10, 1973, and at the conclusion of the evidence the Court having reserved decision, and the Court thereafter on February 27, 1974, having handed down its opinion, constituting its findings of fact and conclusions of law directing that judgment be entered in favor of the plaintiff, it is,

ORDERED, ADJUDGED AND DECREED, that plaintiff, Brewer Dry Dock Company, have judgment against the defendants, S/S Mormaclake, Her Engines, Etc., and Moore-McCormack Lines, Inc., in the amount of \$52,308.00, plus 6% interest since the filing of this suit.

Dated: New York, N. Y.

February 28, 1974

RAYMOND F. BURGHARDT

Clerk

91a

Notice of Appeal.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

[SAME TITLE.]

Notice is hereby given that Moore-McCormack Lines, Inc. and the SS Mormaclake, defendants above named, hereby appeal to the United States Court of Appeals for the Second Circuit from the judgment entered in this action on the 28th day of February, 1974.

Dated: New York, New York
March 26, 1974

HYDE, DICKERSON & REILLY
Attorneys for defendants
61 Broadway
New York, New York 10006

Statement of Issues on Appeal.

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT.

[SAME TITLE.]

PLEASE TAKE NOTICE that pursuant to the pre-argument conference order, dated April 23, 1974, the defendants-appellants set forth the statement of issues on appeal as follows:

1. Did the Trial Judge apply the governing legal standard to the facts?

(a) Did the Trial Judge err in imposing upon defendants-appellants the burden of showing that plaintiff-appellee did its job in a careless, negligent or reckless manner?

(b) Did the Trial Judge err in deciding that the defendants-appellants assumed the risk of hand grinding the tailshaft liner?

2. Did the Trial Judge err in awarding plaintiff-appellee part of its repair bill which related to work on the tailshaft?

3. Were the following findings of the Trial Judge clearly erroneous:

(a) The shipowner had allocated a maximum of three to four days for the drydocking and necessary repairs.

(b) The testimony established that the tailshaft could have been moved from Brewer to Bethlehem or Todd Shipyards which had large enough lathes to machine down the shaft, and the spare shaft at

Reply to Statement of Issues on Appeal

Bethlehem could have been substituted while the shaft was being repaired.

(c) A surveyor witness for the defendant testified that one is asking for trouble when hand grinding a tailshaft liner is done.

* * *

Reply to Statement of Issues on Appeal.

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT.

[SAME TITLE.]

PLEASE TAKE NOTICE that pursuant to the pre-argument conference order dated April 23, 1974, plaintiff-appellee for its statement of issues on appeal submits as follows:

The trial court considered that plaintiff owed a duty to defendants to perform its services on the ship, including the tailshaft, in a workmanlike manner but found that this was not in point. It found that Brewer could not be held to an impossible standard since the decision to hand-grind the shaft was made with knowledge by defendants that risks were being incurred.

Defendants-appellants contend that the Trial Judge did not apply the governing legal standing to the facts. Plaintiff-appellee insists that there is nothing in the Trial Court's opinion to indicate that it manifested an incorrect conception of the applicable law. Defendants-appellants also assert that the Trial Judge erred in im-

Reply to Statement of Issues on Appeal

posing on them the burden of showing that plaintiff-appellee did its job in a careless, negligent or reckless manner and in deciding that defendants-appellants assumed the risk of handgrinding the tailshaft liner. Plaintiff-appellee denies that the Trial Judge imposed such burden or assumption of risk but, even assuming it did, that it was properly applied.

Defendants-appellants also contend that the Trial Judge erred in awarding plaintiff-appellee that part of its repair bill which related to its work on the tailshaft. Plaintiff-appellee denies that the Judge erred and submits that there was extensive support for such award.

Defendants-appellants also challenge three findings of fact as being clearly erroneous. Plaintiff-appellee contends that there was more than sufficient evidence to justify these findings.

* * *

services of three (3) copies of

be within *Appendix B* **is**

hereby admitted this 21 day,

of ~~April~~ *June*, 1974

McHugh Hickman Smith & Leonard
Attorney for

Brewer Dry Sack Company
Plaintiff - Appellee

POLIO _____
S/O 7449
ORDER NO. _____

INVOICE
SEVEN DRY DOCKS - 500 TO 4500 TONS

S/S MORMACK & OWNERS
MOORE MCCORMACK LINES, INC. Oct. 27, 1969
23rd. STREET TERMINAL
BROOKLYN, NEW YORK 11232
ATTN: MR. PETE COSTANO

De Forest 1-11
5/12/70
Uld

SHIP YARD
SAW MILL
JOINER SHOP

BREWER DRY DOCK COMPANY

Telephone 212-981-3500

Office and Yard: MARINERS HARBOR, S. I., N. Y. 10303

MACHINISTS
BOILERMAKERS
BLACKSMITHS
COPPERSMITHS
ELECTRICIANS

1. Drydock
Drydocked vessel for underwater repairs and painting. \$10,418.00
2. Wedge
Took tailshaft wear down wedge & reported findings to owners representative, 1/4" wedge. \$ 17.00
3. Tailshaft
Remove wheel and draw tailshaft for examination by A.B.S. and U.S.C.G. Surveyors. Made necessary disconnections and removals in shaft alley, coupling guards, salt water service line, handrails and ladder. Removed packing gland and all packing from stern gland. Removed coupling bolts from both ends of intermediate shaft, unbolted holding down bolts from spring bearing. Rigged necessary chainfalls and associated equipment and rigged intermediate shaft to one side. Removed rope guard and fairwater cap. Rigged wheel nut wrench from stowage to drydock and removed propeller nut. Jumped wheel free of tailshaft and drew shaft into shaft alley for examination. Unbolted and removed stern gland packing box from stern tube.
Washed down and cleaned shaft taper and removed key. Magna fluxed shaft taper in way of keyway in presence of coast guard and ABS surveyors. Tailshaft liners found heavily grooved in way of packing area. Grind liner in way of packing area to owners satisfaction.
Sent (7) coupling bolts to shop and dressed threads and returned bolts to vessel.
Sent stern gland to shop in two halves, faired all distorted bolting lugs and trued up diameter. Returned stern gland to vessel.
Machined (20) 1" x 5" brass studs, removed studs for stern gland stuffing box, from stern tube and installed all new studs. Installed and bolted up stuffing box with canvas gasket. Removed all studs from stuffing box for gland and installed (8) new, owner furnished studs.
Installed tailshaft and intermediate shaft, installed and made up propeller, nut and fairwater.
Replaced all removals in shaft alley and installed and welded rope guard.
Took delivery of new owners furnished 1 3/8" Chesterton packing and packed stern gland.
Rigged and removed necessary staging on drydock.
Cleaned up shaft alley upon completion of all work.
Worked necessary authorized overtime.
Furnished chemist certificate for hot work. \$ 9,067.00

INVOICE

SEVEN DRY DOCKS - 500 TO 4500 TONS

FOLIO _____

S/O 7449

ORDER NO. _____

S/S MORMACLAKE & OWNERS
MOORE McCORMACK LINES, INC.

Oct. 27, 1969

SHIP YARD

SAW MILL

JOINER SHOP

BREWER DRY DOCK COMPANY

Telephone 212-981-3500

Office and Yard: MARINERS HARBOR, S. I., N. Y. 10303

MACHINISTS
BOILERMAKERS
BLACKSMITHS
COPPERSMITHS
ELECTRICIANS4. Sea Chests

Unbolted and removed sea chest strainers from (3) sea chests and (1) scoop injection. Scraped and cleaned sea chests scoop injection and overboard scoop. Removed wasted zinc anodes and furnished and installed by welding (5) new zinc anodes in three chests. Furnished and applied (2) coats of Devco white Epoxy paint to each sea chest and scoop, as directed. Reinstalled and bolted up strainers and scoop bars.

Rigged and removed necessary staging.

\$ 980.00

5. Sea Valves

Unbolted and removed bonnet and disc from (15) sea suction and discharge valves. Scraped and cleaned all valves for examination by interested parties. Upon completion of examination, closed up all valves with new gaskets and new bolts and nuts as required. Removed all packing from each valve and repacked glands with required new packing.

\$ 2,067.00

(1) 18" gate valve
(2) 12" gate "
(1) 12" globe "
(4) 8" gate "
(2) 6" globe "

(1) 5" gate valve
(1) 3" globe "
(1) 2" globe "
(2) 1" gate "

6. Paint

Sandswept vessel from keel to deep load line. Applied (1) spot coat wash primer, (1) spot coat A.C., (1) full coat AC and (1) full coat AF, from keel to light load line. Applied (1) full coat red lead and (1) full coat boot top from light to deep load lines. Cut water lines fair and true, painted draft marks port and stbd, fwd. and aft.

Sandblasted to bright metal $1\frac{1}{2}$ plates, approx. 200 sq. ft. and applied (1) coat primer and (1) coat of Epoxy paint under direction of Glidden representative.

All paint owner furnished.

Installed (7) overboard scuppers on hull in way of discharges during painting of hull.

\$ 5,604.00

7. Zinc Anodes

Flushed off wasted zinc anodes on rudder, rudder horn and stern frame. Furnished and installed by welding (28) new anodes in way of removed anodes.

Removed and reinstalled (2) rudder plugs.

Rigged and removed necessary staging to top of propeller arch.

\$ 805.00

8. Services

Made necessary electrical and mechanical connections and furnished vessel with following services:

S.W. for reefer circulating and fire main and sanitary system

Shore steam

\$ 2,042.00

INVOICE

SEVEN DRY DOCKS - 500 TO 6500 TONS

FOLIO _____

S/O 7449

ORDER NO. _____

S/S MORMACLAKE & OWNERS
MOORE McCORMACK LINES, INC.

Oct. 27, 1969

SHIP YARD

SAW MILL

JOINER SHOP

BREWER DRY DOCK COMPANY

Telephone 212-981-3500

Office and Yard: MARINERS HARBOR, S. I., N. Y. 10303

MACHINISTS
BOILERMAKERS
BLACKSMITHS
COPPERSMITHS
ELECTRICIANS

8. Services (cont'd)
440 V AC shore power
Telephone on deck
Fresh water.
9. No. 3 Center Double Bottom tank.
Unbolted and removed manhole cover to #3 center double bottom tank and filled with approx. 6" of water. Visually examined all weld butts and seams in way of tank for wasted and fractured welds. No leaks detected. Reinstalled and bolted up manhole cover. \$ 314.00
10. Stern Tube
Cut out and removed wood inner and outer stern tube bearings. Furnished and cut new Lignum Vite required to rewood both bearings, inner bearing approx. 25" ID x 4 ft. long, outer bearing 25" ID x 8 ft. long. Tube is of brass rib construction, all wood cut in 6" lengths, cut diagonally & wedged between ribs. Set up portable boring equipment and bored outer bearing to suit tailshaft liner. Reset boring bar and bored inner bearing. Bearings bored to approx. .080" clearance. Removed boring equipment and cleaned out tube and void space. Unbolted and removed, reinstalled and rebolted wood retaining rings at end of inner and outer bearings. Worked necessary authorized overtime. \$ 7,078.00
11. Boiler Mounts
Removed the studs and nuts from (5) flanges on four port boiler drain valves. Furnished and installed (20) 5/8" and 3/4 certified high tensile steel studs with (40) high tensile steel nuts. Renewed flexitalic gaskets in all joints. \$ 197.00
12. Cargo Hold Repairs
Set up necessary pump and removed water from tank top in #4 lower tween deck and #4A deep tank port and stbd.
- (a) Cropped out wasted steps on inclined ladder on stbd side aft end #2 hatch between maindeck and hatch coaming. Laid out, cut, fitted and installed by welding (2) 3/8" diamond plate steps, each approx 8" wide x 18" long.
- (b) Cut staples & removed broken swing bolts from vent trunk for cargo hold at aft end port side #2 hatch. Installed (4) new swing bolts 1/2" dia. x 6" long in existing staples and welded staples to trunk. Installed new wing nuts on each swing bolt.

INVOICE

SEVEN DRY DOCKS - 500 TO 4500 TONS

POLIO _____

S/O 7449

ORDER NO. _____

Oct. 27, 1969

S/S NORMACLAKE & OWNERS
MOORE McCORMACK LINES, INC.

SHIP YARD

SAW MILL

JOINER SHOP

BREWER DRY DOCK COMPANY

Telephone 212-981-3500

Office and Yard: MARINERS HARBOR, S. I., N. Y. 10303

MACHINISTS
BOILERMAKERS
BLACKSMITHS
COPPERSMITHS
ELECTRICIANS

12. (C) Con't

Removed broken rat screen from vent trunk at aft end stbd. side #1 U.T.D. Fabricated and installed rat screen of $\frac{1}{4}$ " wire mesh approx. 18" x 18", set new screen in original frame and secured with $\frac{1}{4}$ " machine screws.

(D) Fitted and welded (8) new $\frac{3}{4}$ " x 2" studs on tank top in way of bilge rose boxes port and stbd. sides, aft end #2 lower hold.

(e) Removed distorted guard over fathometer cable on fwd. bulkhead in #3 lower hold. Cut and installed new guard of 6" x 3" x 3" channel approx. 6 $\frac{1}{2}$ ft. long. Bolted channel to existing clips. Paired existing clips in way of one pipe guard and re-bolted existing channel guard. Heated and faired one pipe guard of channel 7 ft. long, reinstalled and rebolted. Renewed (1) pipe guard of 6" x 3" x 3" x 24" long, faired existing clips and bolted new channel guard.

(F) Fabricated (1) new expanded metal screen with flatbar frame approx. 18" x 36". Fitted, installed and tack welded screen to aft. davit track on #2 lifeboat.

\$ 1,683.00

13. Heating Coils

#1 Aft. deep tank - Cropped out (1) holed section of steam heating coil. Fabricated (1) new section of coil of $\frac{1}{4}$ " extra heavy pipe, approx. 16 ft. long with one return bend. Installed new section to existing sections with $\frac{1}{4}$ " extra heavy welded couplings. Renewed approx. (6) missing and distorted pipe hangers in tank.

#1 Fwd. deep tank - Cropped out distorted section of heating coil on bottom of tank. Fabricated (1) $\frac{1}{4}$ " extra heavy flanged spool piece and installed between inlet and outlet flanges of coils, in lieu of renewing coil. Spool piece approx. 12" long. Bolted up spool piece with gaskets, bolts and nuts. Cut out unused pipe hangers on tank top. Installed and welded approx. (8) pipe hangers on heating coil system.

Connected up pump and performed hydrostatic test of heating coils as directed.

\$ 1,197.00

14. Boiler Drum Bolt

Machined (1) mud drum manhole cover securing bolt from 1" square keystock. Machined dia. to 1" dia. approx. 8" long and threaded $3\frac{1}{4}$ ". Delivered bolt to vessel.

\$ 35.00

15. Main Switch Board

Removed switch board cover in way of breaker for fwd. reefer distribution panel. Checked breaker for operation and found under voltage relay sticking. Reported findings to owner representative. Time did not permit securing of new breaker or replacement parts.

\$ 69.00

16. Service

Furnished services of pipe fitters and assisted crew in renewing gaskets and taking up on leaking joints on port boiler.

\$ 476.00

INVOICE

SEVEN DRY DOCKS - 500 TO 6500 TONS

POLIC _____

I.O. 7449 _____

ORDER NO. _____

S/S MORMACLAKE & OWNERS
MOORE McCORMACK LINES, INC.

Oct. 27, 1969

SHIP YARD

SAW MILL

JOINER SHOP

BREWER DRY DOCK COMPANY

Telephone 212-981-3500

Office and Yard: MARINERS HARBOR, S. I., N. Y. 10303

MACHINISTS
BOILERMAKERS
BLACKSMITHS
COPPERSMITHS
ELECTRICIANS

17. Boiler Gage Line

Unbolted and removed broken, flanged gage line on main steam line to throttle. Made up new section of gage line with 600# flange, 3/8" steel tube connector and 3/8" tube to 1/2" pipe adaptor and approx. 2 ft. of 3/8" seamless steel tubing. Connected new section of line to remaining existing line and bolted up flange with flexitallic gasket and new high tensile studs and nuts.

\$ 113.00

18. Pipe Guards

#2 Lower Hold - Laid out cut, fitted and installed new 6" x 3 1/2" x 3 1/2" channel guard, approx. 17 ft. long. in way of sounding line. Bolted channel to (8) 1/2" x 6" flatbar clips and welded clips to bulkhead on either side of sounding pipe. Rigged and removed staging required.

#3 Lower Hold - Cut, fitted, installed and bolted up (1) new pipe guard of 6" x 3" x 3" channel approx. 12" long. Paired up (8) existing pipe guard clips and installed (2) original guards found in hold. Pipe guards on aft. bulkhead port side. Cut, fitted and installed (3) new pipe guards of 6" x 3 1/2" x 3 1/2" channel, one 7 ft. long, one 6 ft. long and one 12 ft. long. New guards fitted with a total of (16) 1/2" x 6" flatbar clips bolted to channels and weld to bulkheads over pipe on aft. bulkhead port and stbd.

Cut, fitted and installed (3) 6" x 3 1/2" x 3 1/2" channel pipe guards on fwd. bulkhead, two 10 ft. long and one 12 ft. long. Bolted channel guards to (16) 1/2" x 6" flat bar clips and welded clips to bulkheads over pipes on fwd. bulkhead.

Rigged and removed necessary staging in #3 hold.

#4 Lower tween Deck. - Aft. bulkhead, cut, fitted and installed (20) sections of 6" x 3" x 3" channel pipe guards over exposed piping. (2) 9 ft. 6" lengths, (2) 7 ft. lengths, (8) 6 ft. lengths, (7) 5 ft. lengths, and (1) 4 ft. length of channel. Bolted all new channel guards to a total of (80) 1/2" x 3" x 6" flatbar clips and welded each clip to aft. bulkhead, over pipes.

Fwd. bulkhead, cut, fitted and installed (4) sections of 6" x 3" x 3" channel pipe guard over exposed piping on fwd. bulkhead. (1) 20 ft. length (1) 14 ft. length and (2) 11 ft. 6" lengths. Bolted all new channel guards and welded clips to bulkhead.

Rigged and removed necessary staging in #4 L.T.D.

#5 Lower Hold - Cut, fitted and installed (4) sections of 6" x 3" x 3" channel pipe guard in way of exposed piping on fwd. and aft. bulkheads. One 12 ft. long, two 7 ft. long, one 2 ft. long. All new guards bolted to 1/2" x 3 1/2" x 8" long clips, welded clips to bulkheads, (36) clips installed.

Rigged and removed necessary staging. Maintained fire watch through cargo holds.

\$ 8,974.00

INVOICE

SEVEN DRY DOCKS - 500 TO 6500 TONS

POLICY 7449

S/O

ORDER NO.

S/S MORMACLAKE & OWNERS
MOORE McCORMACK LINES, INC.

Oct. 27, 1969

SHIP YARD

SAW MILL

JOINER SHOP

BREWER DRY DOCK COMPANY

Telephone 212-981-3500

Office and Yard: MARINERS HARBOR, S. I., N. Y. 10303

MACHINISTS
BOILERMAKERS
BLACKSMITHS
COPPERSMITHS
ELECTRICIANS

19. \$ 1 P & S Double Bottom Tanks
Scaled all trowel cement from wasted butt across keel plate at fwd. end \$1 P & S D.B. tanks. Caulked leak in butt and welded butt across from seam to seam, approx. 8 ft. \$ 105.00
20. Sewage Pump
Disconnected, removed and renewed (2) 2" pipe fittings on the sewage pump discharge line. \$ 71.00
21. Gage Line
Unbolted and removed gage line from 5" overboard line. Cutout leaking coupling in 5" line to gage line. Installed and welded new 1/2" coupling into overboard line and reinstalled gage line. \$ 140.00
22. Relief Valve
Rigged (1) 4" relief valve, for contaminated evaporator, from lower engine room to machine shop. Completely disassembled valve, ground and lapped disc to seat. Reassembled valve with new joints and packed gland. Set up and bench tested valve and set relief at 60#. Rigged valve to lower engine room. \$ 228.00
23. Chemical Tank
Made up necessary adaptor and connected test pump to the chemical injection tank for boilers. Applied 1000# hydrostatic test to tank in presence of U.S.C.G. representative. Reconnected piping as original. \$ 210.00
24. Stern Tube Studs
Cancelled. Transfer charges to item 3.
25. Limitorque Valve Control
Furnished labor to checkout operation of Limitorque control on high sea suction. Disconnected all wires from motor and limit switches. Rung out all circuits satisfactory and reconnected circuits. Found limit switches and indicator lights out of adjustments, adjusted same. Found wear in the gears for the limit switch. For lack of parts it was necessary to by-pass the torque limit switch and put in series with the open indication light. When green light (open) goes out, the motor will stop and valve will be in closed position. In open position the valve operator as per print. Tested motor and valve and explained operation to ship's force. \$ 418.00
- TOTAL.....\$52,308.00
- (\$2,145.00 Overtime included in above).

ARRIVED 4/21 8 AM ON DOCK 4/21 10:30 AM
 DEPARTED 4/26 9 AM OFF " 4/26 8:30 AM

ESTIMATING FORM

JOB # 7249 (1)

BREWER DRY DOCK COMPANY

VESSEL S/S NORMACLAKE

DATE JUNE 13-1969

SIZE 458 X 68 X 116"

GROSS TONS 9176

48 HRS. NOTIFIED
 48 HRS. NOTIFIED
 IN DOCK

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
	APR. 21 = MONDAY		88.00				
	" 26 = SAT.						
1	DR/DOCK						
	HAUL DAY						
	9176 @ .23 = 2110	-	-	2110			
	LAY DAY						
	9176 @ .21 = 1927	-	-	77.08		4 @ 1927	
							9018
	O.T. UNDOCK @ 5	120	-				600
		120	-	9818			10418
2	WEDGE						
	TAKE WEDGES & REPORT	2	-				17
3	TAIL SHAFT - 25" DIA SHAFT 18 TONS						
	ERECT & REMOVE STAGING	32	5				
	DISCONNECT - REMOVE - CLEAN - REINSTALL	-	-				
	ROPE CLAMP	16	4				
	FAIRWATER (FILL WITH)	32	24				
	PROPELLER - TAKE OFF						
	ETC. & REPAIR (FOLLOW)	172	30				
	1430000 GUNDS -						
	RAILS - REM.	64	8				
	(1) SPRING BRACKETS						
	AT PROPELLER END	64	15				
	(2) COUPLINGS	96	15				
	RAISE - SHIFT - SECURE						
	LINE SHAFT	64	20				
	WITH DRAW & RUN						
	BACK TAIL SHAFT	80	-				

Handwritten notes and signatures in the right margin, including "P.H.", "Sh", and other illegible marks.

ESTIMATING FORM
BREWER DRY DOCK COMPANY

VESSEL MORMAC LAKE

DATE JUNE -13-69

SIZE

GROSS TONS

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
3 ^{CONTD}	WASH DOWN & CLEAN						
	SHAFT	16	5				
	DRY PRIMER TEST						
	SHAFT	16	10				
	REMOVE KEY	16	-				
	PACKING GLAND +						
	REPACK (PACKING)	32	-				
	CHEMIST	-	150		REG ² 4075.4 = 4075.4		
	GROUND TAILSHAFT						
	LINER WAY OF						
	PACKING AREA.	40	-				
	DISCONNECT - REMOVED						
	PICKING BOX -						
	REINSTALLED - JOINED	40	10		REG ² 40608.4 = 40608.4		
	DRESSED (2) COUPL.						
	BOLTS	28	14		REG ² 40426.7 = 40426.7		
	REMOVED PACKING						
	GLAND TURNING SHOP	4	-				
	TAPPED UP I.D -						
	CHAIRED ALL LUGS	24	3				
	REMOVED & RENEWED						
	20.1" BRASS STUDS						
	8 NUTS FOR PACK						
	GLAND LANDING	32	23			27 ² 8.85	
	REMOVED & RENEWED						
	(8) OWNER FURNISHED						
	GLAND STUDS & NUTS	8	-				
	CLEAN UP SHAFT						
	ALLY	12	-				
	STANDBY AWAIT DECISION						
	FOR TAILSHAFT REMOVAL	44	-				
		932	336				8292
	O.T.	155					775
		1087	336				9067

ESTIMATING FORM
BREWER DRY DOCK COMPANY

③

VESSEL MORNING LAKE

DATE JUNE 13-69

SIZE _____

GROSS TONS _____

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
4	SEA CHESTS (3) + SCOOPS (2)						
	DETACH & REMOVE						
	STAGING (OVERBOARD						
	SCOOP)	12	4				
	DISCONNECT & REMOVE						
	STRAINERS & BARS						
	WAY OF SEA CHESTS						
	+ SCOOPS - SCRUBBED -						
	CLEANED & PAINTED						
	INTERIORS - REINSTALL						
	STRAINERS & BARS	36	20				
	F/E (5) ANODES	10	28			505.57	
	SCRUBBED CLEANED						
	-PAINTED INTERIOR						
	(1) OVERBOARD BOX	8	10				
	BLASTED (3) CHEST (1) SCOOP	16	28				
	SUPPLIED & APPLIED						
	WHITE EPOXY	16	44				
	REQ #40365 = 43.00						
		98	134				780
5	SEA VALVES (SUCTION & OVERBOARD)						
	OPENED UP VALVES						
	-CLEANED -PAINTED						
	INTERIORS - GROUND -						
	REJOINTED - CLOSED						
	+ RE PACKED.						
	15" VAL = 110" 92.0	220	50				
	DISCONNECT & REMOVE						
	MOTOR & REINSTALL						
	18" VALVE ONLY	16	5				
		236	55				2067

ESTIMATING FORM
BREWER DRY DOCK COMPANY

(4)

VESSEL MORNING LAKE

DATE JUNE 13-69

SIZE _____

GROSS TONS _____

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
6	PAINTING						
	ALL PAINTS SUPPLIED BY DINMIR	—	—				
	SANDSHARP FROM KEEL TO DECK LOAD LINE 47266 #						
	INCLUDES STAINING	141	266			197 @ 14-	
	DAIRING HULL	16	63			25 @ 250	
	THINNING FOR CLEAN	—	63			30 @ 210	
	" METHYL	—	16			15 @ 100	
	SAND BLASTED 200 #	8	28			27 @ 14-	
APPLIED	(1) SPOT COAT PRIMER K TO 4/L 7000 # (4%)	16	—				
"	(1) SPOT COAT A.C. K TO 4/L 7000 # (15%)	32	—				
"	(1) FULL " A.C. K TO 4/L 31250 #	93	—				
"	(1) " " A.F. K TO 4/L 31250 #	93	—				
	TOUCH UP PRIMER 3000 #	15	—				
APPLIED	(1) FULL COAT RED LEAD 4/L TO D/L 16006 #	64	—				
"	(1) FULL COAT BOOT 4/L TO D/L 16006 #	64	—				
"	PAINTED DRAFT MARKS P/S - FWD & AFT	32	—				
"	(1) COAT PRIMER 200 #	4	—				
"	(1) COAT EPOXY 200 #	4	—				
	INSTALL & REPAIR SCUPPERS WAY OF PAINTING	40	10			5604-	
		625	446				

ESTIMATING FORM

BREWER DRY DOCK COMPANY

(5)

VESSEL MORRIS LAKEDATE JUNE 23-69

SIZE

GROSS TONS

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
7	ZINC ANODES						
	REMOVE & REINSTALL						
	STAGING PIS						
	STAIN (APPROX 30' HI)	12	10				
	REMOVE & REINSTALL		10				
	(28) ZINGS	56	155			28 @ 5.55	
	REMOVE & REINSTALL						
	(2) DRAIN PLUGS	4	-				
		72	175				805
8	SERVICES						
	HOOK UP & DISCONNECT	-	-				
	5/8" CIRC - PIPERS	16	15				
	SANITARY & FIRE MAIN	16	25				
	440 V A.C. - POWER	32	75				
	SHORE STRAM	111	750				
	TELEPHONE	8	25				
		125	890				2042
9	#3 CENTER DOUBLE BOTTOM TANK						
	DISCONNECT - REMOVE						
	- CLEAN FACES - REJOINT						
	REINSTALL MANHOLE						
	COVER	4	2				
	FLOOD TANK 6" DRIED						
	- DRAIN - SEARCH FOR						
	LEAKS ETC.	32	5				
		36	7				314

ESTIMATING FORM
BREWER DRY DOCK COMPANY

VESSEL MAKMAGLAKIE

DATE JUN 23-69

SIZE

GROSS TONS

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
10	STERN TURB						
	BEARING APPROX						
	(1) 25" I.D. 4' LONG	-					
	(1) 25" " 8' "	-	-				
	LIGNUM VITAE						
	REG #40581 = 607 25	-	1216				
	YD. 25 = 607 25	-					
	DISCONNECT - RIGGING						
	- CLEAN SURFACES						
	DRILLS & REINSTALL						
	(1) OUTBOARD RETAINER						
	(1) INBOARD "						
	FOR WOOD BERING -						
	MAIL - RAILING,	40	15				
	CHOP OUT - RIGGING	196	-				
	RENEW ALL LIGNUM						
	VITAE IN FORE / AFT						
	BEARINGS - DRILLS						
	REPAIRING - WADGE						
	SEGMENTS	169	50				
	SET UP & BORE						
	BEARINGS - RIGGING						
	ALL EQUIPMENT.	128	20				
	CLEAN TURB & CANT /	16	-				
	SHIFT & REWAKE						
	STAGING	24	5				
		573	1306				6308
	@ 5" O.T.	154	-				770
		727	1306				7078

ESTIMATING FORM
BREWER DRY DOCK COMPANY

(7)

VESSEL MORMAC LAKE

DATE JUNE - 23 - 69

SIZE

GROSS TONS

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
11	BOILER MOUNTS						
	DISCONNECT - OPEN /						
	CUT - REJOINT &						
	REMAIN H.T STUDS						
	4 NUTS (5) JTS	20	25				
	(20) 1/8" & 3/16" STUDS						
	40 " " NUTS						
		20	25				191
12	CARGO HOLD REPAIRS						
	SET UP PUMP -						
	PUMP OUT						
	#4 LOWER TWEEN DECK						
	TANK TOP	32	5				
	#4A P/S DECK						
	TANKS.	48	10				
A	CROP & REPAIRING						
	(2) STAIRS - INCLINING						
	LADDERS #2 HATCH						
	6/16" DIAGONAL PLATING	12	5				
B	RELEASE (4) STAPLES						
	- REMOVE & REPAIRING						
	(4) SINKER BOLTS WITH						
	WING NUTS & REINFORCED						
	(1/2" X 6" LONG) #2 HATCH	12	28				407
C	TREND IR & REPAIRING						
	(1) TRAT SURFACED #1 UT. D						
	(1/2" MESH 18" X 18")	8	3				
D	REMOVED TRENCHING						
	(8) STUDS & NUTS						
	(APPROX. 3/4" X 2")	2	2				

ESTIMATING FORM
BREWER DRY DOCK COMPANY

(8)

VESSEL MORRIS LAKE

DATE JUNE 23-69

SIZE _____

GROSS TONS _____

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
12 ^{CONTD}							
E	DISCONNECT-REMOVE + REINFORCE GUARD ON AIR FATHOMATOR CABLE APPROX 6' x 3x3 X 6' LONG (43 LBS. WGT) HOLD BOLTED.	24	13			106 1/2	
	FAIR CLIPS WAY ON PIPE GUARDS	8	-				
	REMOVE-HEAT + FAIR PIPE GUARDS APPROX 7' LONG. - REINSTALL	16	2				
	REMOVED + REINFORCED PIPE GUARD APPROX 2' LONG.	8	2				
F	REPAIRING + REINFORCING (1) EXPANDED METAL SCREEN APPROX 18" x 36" WAY OF HET + 2 LIFEBOOT DAINT.	16	5				
		188	7.7				1683
13	HEATING COILS						
F	1 AFT DEEP TANK						
	CROD REMOVE + REINFORCE (1) SECTION HEATER COIL	40	-				
	1 1/2" H.V. BL. PIPE	-	8			16 00	50
	1 1/2" " COUPL	-	5			2 00	50
	1 1/2" " 180° BEND	-	4			1 00	50
	CROD REMOVE + REINFORCE (6) BROOKLYN + DISTORTED HANGERS	12	3			6 00	50

ESTIMATING FORM
BREWER DRY DOCK COMPANY

⑨

VESSEL MORNING LAKE

DATE JUNE 24 59

SIZE _____

GROSS TONS _____

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
13 CONTD							
	#1 FWD DRIP TANK						
	DISCONNECT & REMOVE						
	- DISTORTED BOLD -						
	SPOOL PG. - TARGET						
	FABRICATE & INSTALL						
	SPOOL PG.	16	-				
	1 1/2 X 1/4 BL. PIPE	-	1			1 @ .50	
	1 1/2 - 150° FLOS	-	5		REG # 4023		
	1 1/2 - GASKETS	-	2			2 @ 1-	
	CROP & REMOVE						
	UNUSED HANGERS	4	-				
	INSTALL BY WELDING						
	(8) HANGERS	16	4			8 @ .50	
	BLANKED & HYDRO						
	TESTED HEATER						
	COILS.	48	5				
		136	37				1197-
14	BOILER DRUM BOLT						
	MANUF. & DELIVER						
	ONE SPECIAL SQ HD						
	BOLT	1	1				35-
15	MAIN SWITCHBOARD						
	Remove Cover, Check						
	CRT, Breaker and						
	Regist.	8	1				69-
	(NO REG. ISSUED FOR						
	THIS JOB)						

ESTIMATING FORM
BREWER DRY DOCK COMPANY

(10)

VESSEL MORMAG LAKE

DATE JUNE 24-69

SIZE

GROSS TONS

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
16	SERVICE						
	FURNISH SERVICES						
	OF PIPEFITTERS						
	TO ASSIST CIRCUM -						
	REPAIRING GASKETS -						
	ETC. PORT BOILER	56	-				476-
17	BOILER GAGE LINE						
	DISCONNECT - REMOVE						
	- TAPGET - FABRICATE						
	+ INSTALL GAGE						
	LINE	12	-				
	3/8" - 600" FLG.	-	1			1 @ 3.52	
	7/8" TUBIE CONNECTOR	-	2			1 @ 1.25	
	3/8" SKEWALAS TUBIE	-	1			2 @ .31	
	3/8" x 1/2" ADAPTER	-	2			1 @ 2.11	
	3/8" GASKET SET	-	1			1 @ 1-	
		12	10				113-
18	PIPE GUARDS						
	#2 LOWER HOLD						
	ERECT + REMOVE						
	STAGING	8	2				
	FABRICATE + INSTALL						
	PIPE GUARD - COMPLET.						
	WITH CLIPS - BOLTS						
	ETC.	40	-				
	6" CHANNEL 18" X 17'	-	37			30 @ 2.12	
	1/2" X 6" FLT. 10" X 4'	-	5			40 @ 2.12	
	BOLTS - ETC	-	3				

NOTE -
NO CRANE SERVICE
VESSEL WILL BE ON
#6 DOCK - REMOVED
JOB.

17¹⁸
36 SECT. = 280' = 5549"
 $\frac{1}{2}$ X 6" CLIPS = 164 PCS

ESTIMATING FORM
BREWER DRY DOCK COMPANY

(11)

VESSEL MORMAN CLARK

DATE JUNE 24 69

SIZE _____

GROSS TONS _____

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
18 ^{COND}	<u>#3 LOWER HOLD</u>						
	ERECT + REMOVE						
	STAGING	8	6				
	FABRICATE + INSTALL						
	PIPE GUARDS - COMPLY						
	WITH CLIPS - BOLTS						
	ETC	168	-				
	(7) SECTIONS						
	6" CHANNEL 16.3" x 1'	-	2			16 ⁰⁰ .12	
	6" " 18" x 57'	-	123			1026 ⁰⁰ .12	
	1/2" x 6" FLT 10" x 16'	-	19			160 ⁰⁰ .12	
	BOLTS - ETC	-	10				
	MAINT + PAINT						
	(8) GUARD CLIPS	8	-				
	RAIN FALL (2) EXISTING						
	GUARDS (ROUND IN HOLD)	24	3				
	<u>#4 LOWER THIEBET DECK</u>						
	ERECT + REMOVE						
	STAGING	16	15				
	FABRICATE + INSTALL						
	PIPE GUARDS - COMPLY						
	WITH CLIPS - BOLTS - ETC						
	(24) SECTIONS	556	-				
	6" CHANNEL 16.3" x 177'	-	346			2885 ⁰⁰ .12	
	1/2" x 6" FLT 10" x 10'	-	58			480 ⁰⁰ .12	

ESTIMATING FORM
BREWER DRY DOCK COMPANY

(12)

VESSEL MOI MAC LAKE

DATE JUNE - 24 - 69

SIZE _____

GROSS TONS _____

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
18 ^{and}	<u>#5 LOWER H'OLD</u>						
	<u>FRAC T + REINFORCE</u>						
	<u>STAGING</u>	8	3				
	<u>FABRICATE + INSTALL</u>						
	<u>PIPE GUARD - COMPLET</u>						
	<u>WITH CLIPS - BOLT</u>						
	<u>RFB.</u>						
	<u>(4) SECTIONS</u>	96	-				
	<u>6" CHANNEL 16.3' X 28'</u>	-	55			236' @ .12	
	<u>1/2" X 6" FLT 10' X 18'</u>	-	22			180' @ .12	
	<u>PRIME + PAINT ALL</u>	32	3000				
	<u>964</u>		709				
					28.5		8.92
					112.1		41.2
					10.0		6.97
19	<u>#1 P/S DOUBLE BOTTOM TANKS</u>						
	<u>SCALE CEMENT</u>						
	<u>FROM WASTED</u>						
	<u>BUTT AT KIEL PUT</u>	4	-				
	<u>VER + REINFORCED BUTT</u>						
	<u>APPROX 8'</u>	8	2				
		12	2				105
20	<u>SEWAGE PUMP</u>						
	<u>DISCONNECT - REMOVE</u>						
	<u>+ RENEW 2" FITT.</u>	8	2			2 @ 1.25	
							71

ESTIMATING FORM
BREWER DRY DOCK COMPANY

VESSEL MORMAC LAKE

DATE JUNE - 24. 69

SIZE

GROSS TONS

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
21	GAGE LINE						
	DISCONNECT - REMOVE						
	GAGE LINE - CROP						
	5" FITTING + INSTALL						
	1/2" COUPLERS -						
	REINSTALL GAGE LINE	16	3				140 -
22	RELIEF VALVE						
	1- 4" VALVE REMOVED						
	+ REINSTALLED BY CREW	-	-				
	HANDLE VALVE TO /						
	FROM SHOP	2	-				
	DISMANTLED VALVE						
	- MACHINE - GRIND -						
	CLAMP INTERIOR -						
	REJOINT - REASSY -						
	REPACK - TEST +						
	SAT	24	6				
		26	6				228 -
23	CHEMICAL TANK						
	OPEN UP LINE -						
	MANUE. ADAPTER -						
	HYDRA TEST TANK						
	TO 1000 - REMOVED						
	ADAPTER - HOOK UP						
	LINE - REJOINT	24	5				210 -
24	STEAM TUBE STUDS						
	CANCEL TRANSFER						
	CHARGES TO IT'S	-	-				-

14

DATE JUN. 26-69

GROSS TONS

ITEM	EXPLANATION	LABOR	MTL.	TOOLS	PUR.	TOTAL COST	BID
25	AUX. SEA SUCTION VALVE - MOTOR OPERATED						
	ELECTRICIANS - MACHINIST TO CHECK OUT CONTROLS ETC HS PAIR						
	Rtg # 40827	-	380				L18
		4602	4607	9818			50163
						OT	2145
							52308
						TOTAL	
	YD					OVERTIME WORK IT = 1-3-10	
	LABOR HRS = 4462 S.T. 652 O.T. 5114 TOTAL						
	MATL = DIA = 9818						
	E.T.						
	LABOR HRS = 4173 S.T. 429 O.T. 4602 TOTAL						
	MATL = 4607 DIA = 9818						
	S.T. O.T. 4462 652 4173 429 289 223						
	= 512						

Shaps in air, ~~Thurs~~ ^{Thurs} afternoon

~~Thurs~~ 7:00

4

Cord

16

thurs

8

(28)

(Florus)